



**České dráhy, a.s.**

**ČD  
SPPO**

**ČD Contractual and Transport Terms  
for Public Passenger Transport**

Change No. 1
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## RECORD OF CHANGES

[illegible]

## LIST OF NAMES AND ABBREVIATIONS USED

<b>ČD</b>	České dráhy, a. s.
<b>ČR</b>	Czech Republic
<b>EC</b>	EuroCity, higher quality train
<b>EN</b>	EuroNight, higher quality train
<b>EPIK</b>	Electronic wallet on an In-karta card
<b>eTiket</b>	Travel document purchased and issued through the ČD eShop
<b>EUR</b>	Euro – common currency of the countries of the European Monetary Union
<b>Ex</b>	Express, higher quality train
<b>ČD eShop</b>	Online sales of ČD travel documents on <a href="http://www.cd.cz">www.cd.cz</a>
<b>GŘ ČD</b>	ČD General Directorate
<b>IC</b>	InterCity, higher quality train
<b>IDS</b>	Integrated Transport System
<b>KMB</b>	ČD Kilometric Bank
<b>OPT</b>	ČD Claims Processing Facility in Olomouc
<b>PaySec</b>	A payment tool operated by Československá obchodní banka for safe online payments
<b>POP</b>	Portable personal cash register
<b>PTV</b>	Transport Tariff Bulletin of the Ministry of Transport of the Czech Republic
<b>PŘ</b>	Decree of the Ministry of Transport of the Czech Republic on transport rules for public rail and road passenger transport No. 175/2000 Coll. (abbreviated as the “Transport Code”)
<b>Coll.</b>	The collection of laws of the Czech Republic
<b>SC</b>	SuperCity, higher quality train
<b>SPPO</b>	ČD Contractual and Transport Terms for Public Passenger Transport
<b>TeleTiket</b>	An eTiket purchased by means of telephone sales
<b>TR 10</b>	ČD Tariff for Inland Transport of Passengers and Luggage
<b>TR 14</b>	ČD Tariff for Cableways
<b>UNIPOK</b>	Universal ticket vending machine
<b>ÚBP</b>	Luggage storage during transport service
<b>ZTP</b>	Discount card for persons with a severe health disability
<b>ZTP/P</b>	Discount card for persons with a severe health disability requiring a guide

## EXPLANATION OF TERMS

<b>TERMS:</b>	
<b>Applications for cards</b>	ČD applications per the TR 10 Tariff recorded on a chip In-karta card, In-karta/RailPlus card or card issued by third party.
<b>Carrier</b>	A physical or legal person which transports persons and items other than for its own needs.
<b>Carriage fee</b>	The price for transporting a ČD-Kurýr consignment.
<b>Express reservations</b>	Sale of reservations for reserved seats until the time of the train's actual departure from the boarding station.
<b>Integrated Transport System</b>	Transport service on a certain territory secured by several carriers based on agreed contractual transport terms.
<b>In-karta and In-karta/RailPlus card</b>	A non-contact ČD chip card serving as a carrier of travel documents, discounts, EPIK and other services, applications or ČD bonus programmes.
<b>Global price</b>	Price for passenger transport and supplementary services
<b>Card</b>	In-karta, In-karta/RailPlus or the card of a third party that is a carrier of ČD applications.
<b>Divided fare</b>	A fare where the passenger travels a segment of one line twice, or a fare for lines of multiple carriers.
<b>Handling surcharge</b>	Surcharge for violating the transport terms due to a passenger's failure to avail himself or herself of the option to purchase a ticket, fare upgrade or supplement at an attended station, expressing the justified additional costs incurred to ČD in connection with passenger ticketing.
<b>Unattended station</b>	<ul style="list-style-type: none"> <li>a) a station where there is no ticket issue point (marked in the valid timetable with the symbol ) or where it is closed for the train used,</li> <li>b) a station where boarding was permitted without travel (transport) documents,</li> <li>c) a station without a functional card reader (only for passengers paying with an EPIK).</li> </ul>
<b>Attended station</b>	A station with a ticket issue point, provided it is not closed for the train used and provided boarding is not permitted without travel (transport) documents.
<b>Personal identification</b>	An identification document (e.g. civic identification card, passport, foreigner's residence permit, etc.) issued by the relevant administrative authority, which includes a photograph of the holder. A confirmation of a civic identification card (replacement identification) is not a substitute for personal identification and cannot be used for demonstrating personal information.

<b>TERMS:</b>	
<b>Personal information</b>	Given name, surname, birth number or birth date and address, demonstrated with personal identification.
<b>Border point</b>	A tariff point on the border of two railway administrations (lying on an international border) with a special regime for passenger ticketing.
<b>Cashier</b>	A ČD employee authorised to ticket passengers and to perform cash register activity.
<b>Ticket counter</b>	A ČD ticket issue point attended by a cashier.
<b>Authorised ČD employee</b>	<p>a) a ČD employee with a control insignia and identification authorised to ticket passengers and to inspect travel documents,</p> <p>b) a ČD conductor or employee authorised by his duties or a ČD cashier or employee authorised by his duties,</p> <p>c) a ČD employee authorised to give passengers instructions and orders.</p> <p>An authorised ČD employee shall demonstrate his or her certification with an identification badge or control insignia and identification.</p>
<b>Conductor</b>	An authorised ČD employee certified to inspect travel documents and to ticket passengers.
<b>Surcharge</b>	An amount which is collected pursuant to the Law on Railways for violating the transport terms set by the Transport Code from the point of view of safety and protecting the health of passengers or other persons, the safety and flow of public passenger transport, and ensuring orderly, calm and comfortable transport.
<b>Fare surcharge</b>	An amount which is collected in addition to the fare under the Law on Railways, if a passenger fails to present a valid travel document when called upon to do so by an authorised ČD employee.
<b>Carriage fee</b>	The price for transporting a dog.
<b>RailPlus</b>	A discount on international fares between selected European railways and, in ČD inland transport, a discount on reservations.
<b>Service organisation</b>	An organisation providing services on trains providing passenger transport (accommodation, commissary, etc.).
<b>Discount</b>	The reduced fare or carriage fee provided if stated conditions are fulfilled.
<b>Station</b>	A place authorised to dispatch trains for passenger transport (railway stations and stops).
<b>Ticket office</b>	A place where travel and transport documents can be purchased (e.g. a ticket counter, authorised ČD employee with a POP in a station without a ticket counter, a ticket vending machine, a contractual vendor, etc.).
<b>Exclusion from transport</b>	An instruction to leave the train issued by an authorised ČD employee to passengers who have violated the terms of the SPPO.



## **PART ONE**

### **EXTENT OF VALIDITY**

**1.** České dráhy, a. s. (hereinafter ČD) announces these Contractual and Transport Terms for Public Passenger Transport (SPPO) under Regulation (EC) No. 1371/2007 of the European Parliament and of the Council, on the rights and responsibilities of passengers in rail transport, Section 36 a) of law No. 266/1994 Coll., on railways, as amended, per Decree of the Ministry of Transport of the Czech Republic No. 175/2000 Coll., on transport rules for public rail and road passenger transport (hereinafter the Transport Code) and per certain terms and conditions set by the valid price assessment of the Ministry of Finance of the Czech Republic.

**1. 1.** In inland rail transport, the SPPO sets the terms and conditions under which the transport contract is concluded, the obligations and responsibilities of the carrier ČD and of passengers during the transport of passengers, their luggage and live animals, and the terms and conditions for transporting consignments.

**1. 1. 1.** The SPPO also applies proportionally for the transport of passengers and luggage on the ČD cableway, on the Liberec-Horní Hanychov – Ještěd route.

**1. 2.** In international transport, the SPPO applies in cases specified in the Uniform Legal Regulations for the Contract of International Carriage of Passengers by Rail (CIV), in the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR) and in an agreement on the international transport of InterKurýr consignments.

**1. 3.** The Railway Authority, as a state administrative body, exercises oversight over the fulfilment of obligations concerning the observance of passengers' rights in rail transport according to the directly applicable regulations of the European Community<sup>1</sup> and the processing of complaints for violations of these obligations.

**2.** The SPPO, its amendments and changes are announced by ČD in the PTV.

**3. - 4.** Void.

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<sup>1</sup> Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations.

## **PART TWO TRANSPORT OF PASSENGERS**

### **Chapter I**

#### **Inception and Fulfilment of the Transport Contract on the Transport of Passengers**

**5.** The transport contract on the transport of passengers is concluded if a passenger exercises his or her right to transport arising from a travel document by boarding a ČD train or bus, or by entering premises marked accessible only to holders of a valid travel document.

**5. 1.** Station premises marked as areas accessible to the public with a valid travel document may be entered by a passenger without a valid travel document or fee for the use of transport premises (platform ticket) only if he or she pays the fare to an authorised employee of the carrier either in this area or without delay upon boarding a train.

**6.** By concluding the transport contract on the transport of passengers, the passenger expresses his or her consent to the transport terms stated in the SPPO and the tariff terms stated in the TR 10 Tariff.

**7.** By concluding the transport contract on the transport of passengers, a binding legal relationship arises between ČD and the passenger, the contents of which are:

- a) an obligation on the part of ČD to transport the passenger from the boarding station to the destination station duly and in a timely manner on trains or buses published in the valid railway timetable under the terms and conditions stated in the SPPO,
- b) an obligation on the part of the passenger to pay a price for the transport per the TR 10 Tariff or a price announced in a PTV decree, and to comply with the transport terms and conditions stated in the SPPO.

**8.** On the side of ČD, the transport contract is fulfilled through the due performance of the transport in the contracted extent per the concluded transport contract or through performance of the transport in an extent different than the contracted extent, if a passenger has been justifiably excluded from transport by an authorised ČD employee.

**8. 1.** The transport contract ceases to be in effect at the moment the passenger leaves the station premises marked as areas accessible to the public with a valid travel document.

**8. 2.** Passengers' rights arising from non-fulfilment of the concluded transport contract on the part of ČD are specified in Part Six of the SPPO.

**9.** Void.

## **Chapter II**

### **Travel Document, Payment Receipt, Discount Card**

**10.** With a travel document, passengers demonstrate the conclusion of the transport contract for the duration of its fulfilment and the rights following therefrom.

**10. 1.** A travel document (hereinafter ticket) is:

- a) a one-way or return ticket for an individual journey,
- b) a ticket with a global price,
- c) a commuter or network ticket,
- d) a card entitling a passenger to transport.

**11.** On announced ČD trains, passengers present a payment receipt in addition to a ticket.

**11. 1.** A payment receipt is understood as:

- a) a sleeper or couchette supplement,
- b) a reservation,
- c) a service fee.

**12.** Tickets and payment receipts can have the form of:

- a) an electronic record on a card,
- b) a paper receipt printed electronically or written on a ČD block form,
- c) a paper receipt printed from a PDF document on A4 or A5 paper,
- d) an open PDF file displayed on the monitor or display of the passenger's portable electronic device.

**13.** Passengers are required to hand over tickets and payment receipts to an authorised ČD employee for inspection immediately upon being called upon to do so at any time during the transport contract's term of fulfilment, even repeatedly, or to the driver on boarding an Airport Express bus.

**14.** A discount card is understood as an identification card entitling the holder to purchase a particular type of fare or a card bearing an electronic record of an application, or a provisional In-karta card entitling the holder to purchase a particular type of fare.

**14. 1.** Passengers are required to hand over a discount card for inspection to an authorised ČD employee together with a ticket during the transport contract's term of fulfilment, always when purchasing a ticket on the train, and at the request of the cashier when purchasing a ticket at the ticket counter.

**14. 2.** If the discount card is a provisional In-karta card, passengers are required, at the request of an authorised ČD employee, to demonstrate eligibility for its use with personal information.

**14. 3.** If a discount card must include a photograph, this must depict the current appearance of the cardholder.

**15.** If a ticket, payment receipt or discount card is in a pouch, all information must be clearly legible. If this is not the case, the passenger is required to remove the document from the pouch.

**16.** A ticket, payment receipt or discount card is invalid if:

- a) the passenger has not complied with the stated conditions for its use,
- b) it was used by an unauthorised person,
- c) a valid discount card was not presented in combination with a discounted ticket,
- d) the prescribed information is not filled in or the document is damaged so that this information is not legible for a duly conducted inspection,
- e) the information provided does not reflect the reality or was changed or modified without authorisation,
- f) part of the document was removed without authorisation,
- g) the passenger's electronic device necessary for displaying an eTiket or TeleTiket ticket was not functional during the transport contract's term of fulfilment,
- h) the card was evaluated as invalid or unknown,
- i) it is used without the prescribed photograph or hologram,
- j) its term of validity has expired,
- k) the document is not an original.

**16. 1.** Invalid documents will not be recognised by an authorised ČD employee, and the passenger will pay the fare for which he or she demonstrates eligibility (or the difference between this fare and the fare already paid).

**16. 2.** The invalid document will be confiscated by the authorised employee if it is not an original or if it was issued or verified by ČD; on the basis of an agreement between ČD and the Ministry of Labour and Social Affairs, the authorised employee will also confiscate invalid ZTP and ZTP/P cards. ČD does not provide replacements or issue duplicates for justifiably confiscated documents.

**16. 2. 1.** At the passenger's request, an authorised ČD employee will issue a confirmation of the document's confiscation with the reasons specified.

**17.** ČD does not provide replacements or issue duplicates for lost, stolen, damaged, or soiled travel documents, travel documents changed or modified without authorisation, payment receipts, provisional commuter tickets, provisional In-karta or discount cards issued in the form of paper documents.

**18.** Lost, stolen or damaged travel documents or discount cards issued as applications on an In-karta card can be blocked **free of charge**; for a contractual fee of **CZK 100**, they can be unblocked or a duplicate can be issued. For an In-karta card changed or modified without authorisation, no replacement is provided and no duplicate is issued.

**19.** Void.

## A. TICKET

**20.** The passenger has the right to purchase a ticket for the intended journey, for which he or she is required to pay a fare per the TR 10 Tariff or per terms announced in the PTV, or to pay a carriage fee per the TR 10 Tariff.

**20. 1.** When purchasing a ticket from a ČD employee, the passenger is required to announce his or her eligibility for a discount in advance, and upon request to demonstrate such eligibility.

**21.** During its term of validity, a ticket entitles the passenger to transport in the extent specified thereupon and to enter station premises marked as areas accessible to the public with a valid travel document.

**21.1.** A one-way ticket entitles the passenger to one journey from the boarding station to the destination station on the transport route specified thereupon or on a different transport route of the same or shorter tariff distance; if no transport route is specified, the shortest route applies.

**21. 1. 1.** It is necessary to commence the journey with a train that departs per the valid timetable from the boarding station on the first day of its term of validity, either at the boarding station or at a station on the route.

**21. 1. 2.** A one-way ticket is valid:

- a) until 6:00 a.m. on the day following the first day of its term of validity if it is issued for 50 tariff kilometres, inclusive,
- b) until 24:00 (midnight) on the day following the first day of its term of validity if it is issued for 51 or more tariff kilometres,

**21. 2.** A return ticket entitles the passenger to one "OUTBOUND" journey and one "RETURN" journey, in that order, between the stations on the transport route specified thereupon or on a different transport route of the same or shorter tariff distance; if no transport route is specified, the shortest route applies.

**21. 2. 1.** It is necessary to commence the "OUTBOUND" journey with a train that departs per the valid timetable from the boarding station on the first day of the ticket's term of validity, either at the boarding station or at a station on the route; the "RETURN" journey can be commenced at any time during the ticket's term of validity.

**21. 2. 2.** A return ticket is valid until 24:00 (midnight) on the day following the day marked on the ticket as the first day of its term of validity, unless stated otherwise for a particular type of fare in the TR 10 Tariff or by a decree in the PTV.

**21. 3.** A time ticket entitles the passenger to an unlimited number of journeys on a specific line, in an announced area or throughout the railway network. The journey can be commenced and terminated at any railway station where ČD trains stop.

**21. 3. 1.** A time ticket is valid until 24:00 (midnight) on the last day of its term of validity specified thereupon or displayed when an application on a card is read electronically.

**21. 3. 1. 1.** A one-day time ticket or one-day transport document is always valid until midnight on the day indicated as the first day of its term of validity (e.g. from 10 June 2011 until 24:00 midnight of the same day).

**21. 3. 1. 2.** A one-week time ticket is valid for 7 days from the first day of its term of validity (e.g. from 10 June 2011 until 16 June 2011).

**21. 3. 1. 3.** A one-month time ticket is valid for 1 month from the first day of its term of validity (e.g. from 10 June 2011 until 9 July 2011).

**21. 3. 1. 4.** A quarterly time ticket is valid for 3 months from the first day of its term of validity (e.g. from 10 June 2011 until 9 September 2011).

**21. 3. 1. 5.** An annual time ticket is valid for one year from the first day of its term of validity (e.g. from 10 June 2011 until 9 June 2012).

**21. 4.** A one-way or return ticket with a global price entitles the passenger to use a train with a global price.

**21. 5.** A one-way or return eTiket or TeleTiket ticket entitles the passenger to use the train (trains) for which it was purchased and a time eTiket or TeleTiket ticket entitles the passenger to use per Article 21. 3. of the SPPO.

**21. 6.** A transferable ticket entitles a passenger who presents it for inspection during the transport contract's term of fulfilment to its use.

**21. 7.** A non-transferable ticket entitles the passenger whose identification information prescribed by the TR 10 Tariff is specified thereupon to its use.

**22.** A ticket is valid for the entire agreed transport route regardless of whether the transport contract is fulfilled by one or multiple rail carriers, and it cannot be assigned if the passenger has already begun to exercise his or her right to transport following therefrom.

**22. 1.** If a ticket is specified to or from a station located in a tariff hub, it is valid in the relevant direction to or from stations included therein. ČD tariff hubs are specified in the TR 10 Tariff.

**22. 2.** If a ticket is specified to or from a station where the train does not stop, the passenger is required to present a previous or subsequent connecting ticket, or pay the fare for which he or she demonstrates eligibility, at least to or from the nearest station where the train being used stops per the valid timetable.

**22. 3.** If a ticket's term of validity ends and the journey will not have been terminated, the passenger will pay the fare for which he or she can demonstrate eligibility from the station at which the train, per the valid timetable, last stopped prior to the end of the ticket's term of validity to the destination station.

**22. 4.** If the term of validity of a discounted ticket extends beyond the term of validity of the discount card with which it was issued, it will be recognised as valid only until the last station at which the train, per the valid ČD timetable, stopped before 24:00 (midnight) on the last day of the discount card's term of validity.

**23.** The passenger may purchase a ticket in advance sales up to two months prior to the first day of its term of validity:

- a) at the ticket counter, on the train,<sup>2</sup> or at a ticket vending machine from any boarding station to any destination station, or to a border point,
- b) through the ČD eShop or TeleTiket service for specific trains or selected types of time tickets per the general terms and conditions of the ČD eShop, to which the passenger is required to agree in advance and then proceed to specifics associated with the purchase of such documents, their use and the exercise of rights under the transport contract; the TeleTiket service is subject to a fee specified in the TR 10 Tariff,
- c) on selected trains at a ticket vending machine per the published extent of ticketing,
- d) at contractual vendors per the published extent of ticketing.

**23. 1.** For certain types of fares, the term of advance sales may be temporarily or permanently shortened, or advance sales may be excluded.

**23. 2.** The purchase of a ticket for the following day after 23:00 is not considered advance sales.

**23. 3.** Quarterly time tickets can be purchased in advance sales only for one quarter.

**24.** A one-way or return ticket cannot be issued if:

- a) the boarding and destination stations are the same,
- b) the boarding and disembarking stations lie in the same municipality<sup>3</sup> and the requested transport route is not the shortest,
- c) the travelled transport route intersects or touches a station on the transport route.

It is only necessary to meet one of the above-specified conditions.

**25.** At ticket counters and on the train it is possible to purchase tickets for trains of other rail carriers that have concluded an agreement on mutual passenger ticketing with ČD.

**25. 1.** When purchasing a ticket from a ČD employee, the passenger is required to announce in advance whether he or she will use the train of another rail carrier for a line on which ČD also operates trains.

**26.** Within an IDS, ČD recognises specified travel documents of other entities (carriers, IDS organisers or coordinators, etc.), valid for the IDS in

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<sup>2</sup> For certain kinds of fares, purchase on the train may be excluded; this restriction must be announced in the TR 10 Tariff or in a PTV decree.

<sup>3</sup> Determinative is the tariff name per the valid timetable.

question for trains. The transport-tariff terms and conditions of individual IDS systems including the method of ticketing passengers within the respective IDS are published in decrees in the PTV.

**26. 1.** A list of IDS systems integrated with ČD is specified in Annex No. 2 of the SPPO.

**27. - 29.** Void.



## **B. CARD ENTITLING A PASSENGER TO TRANSPORT**

**30.** A card entitling a passenger or his or her guide to transport is a travel document upon presentation of which the passenger can exercise his or her right to transport without purchasing a ticket.



**30. 1.** The terms and conditions for using these cards as travel documents are specified in the TR 10 Tariff.

**31.- 34.** Void.

## C. SLEEPER AND COUCHETTE SUPPLEMENTS

**35.** Passengers have the right to purchase a sleeper or couchette supplement for a ticket, provided these supplements are not sold out for the selected connection. The prices of sleeper and couchette supplements are specified in the TR 10 Tariff.

**36.** Sleeper or couchette supplements for a specific train, carriage, seat and line can be purchased for trains which include sleeper or couchette carriages, respectively.

**36. 1.** Trains which include sleeper (the symbol ) or couchette (the symbol ) carriages are published in the valid timetable.

**36. 2.** Passengers without a sleeper or couchette supplement are not permitted to be in sleeper or couchette carriages, nor in the carriage corridor or boarding areas.

**37.** A sleeper or couchette supplement is valid only in combination with a valid travel document, and only to the station specified on the sleeper or couchette supplement.

**38.** A sleeper or couchette supplement can be purchased in advance sales up to two months prior to the planned date of departure:

- a) at a ticket counter equipped to issue international tickets,
- b) through the ČD eShop and the TeleTiket service for selected trains per the general terms and conditions of the ČD eShop from the day of the announcement,
- c) at ticket vending machines for selected trains from the day of the announcement.

**38. 1.** The term of advance sales for sleeper and couchette supplements may be announced in advance, and the announced term may be shortened or excluded.

**39.** The sale of sleeper and couchette supplements is generally terminated two hours prior to departure of the sleeper or couchette carriage from its originating station; for selected trains or carriages it is possible to purchase a sleeper or couchette supplement until the time of the train's scheduled departure from the passenger's boarding station.

**39. 1.** Supplements for unoccupied sleeper or couchette berths may be sold by an employee of the service organisation right on the train.

**40.** A sleeper or couchette supplement can be provisionally reserved for selected trains during the period of advance sales, but no later than two days prior to departure, at a ticket counter with a UNIPOK device or electronically on ČD's website, [www.cd.cz](http://www.cd.cz).

**40. 1.** Passengers will receive a confirmation of the provisional reservation or statement of a completed transaction containing the earliest date for retrieving the supplement at a ticket counter equipped to issue international tickets. Afterwards, the provisional reservation is cancelled.

**41.** Compartments in couchette carriages are only for 2nd carriage class with 6 or 4 berths per compartment and are generally gender-mixed for men and women.

**41. 1.** In connection with a couchette supplement it is necessary to present a travel document valid in 2nd carriage class.

**41. 2.** On one couchette berth (with one supplement) at most two children up to 10 years of age may travel together; they will pay the fare per the TR 10 Tariff for each child separately.

**42.** Sleeper carriages have compartments for 1st and 2nd carriage class and are always occupied only by persons of the same gender.

**42. 1.** Unaccompanied children up to 10 years of age travel in a compartment for women; children up to 10 years of age accompanied by an adult travel in a compartment according to the gender of the accompanying person. On one sleeper berth (with one supplement) at most two children up to 10 years of age may travel together; the passengers will pay the fare per the TR 10 Tariff for each child separately.

**42. 2.** Passengers wishing to use a compartment exclusively must occupy all berths in the compartments or pay for sleeper supplements and tickets at the regular fare for the empty berths per the TR 10 Tariff.

**42. 3.** For a sleeper supplement of the category “Single” (a one-bed compartment) it is necessary to present a travel document valid in 1st carriage class; for a sleeper supplement of the categories “Double” (a two-bed compartment) or “Tourist T - 3” (a three-bed compartment) it is necessary to present travel documents valid in 2nd carriage class.

**43.** When boarding a sleeper or couchette carriage, passengers are required to hand over into the custody of an employee of the service organisation travel documents and discount cards,<sup>4</sup> and to leave them with the employee for the duration of the journey. These documents will be returned to the passenger prior to exiting the train.

**44.** Passengers lose their claim to a reserved space if they do not occupy it within 15 minutes of the train's departure from the station specified on the sleeper or couchette supplement.

**45.** It is not permitted to bring live animals onto a sleeper or couchette carriage except for dogs, which are permitted if the passenger has paid for his or her own entire separate compartment. The carriage fee for the dog must be paid per the TR 10 Tariff; the dog may not be on the bed or couchette berth, and outside the compartment the dog must be on a short leash and must have a muzzle.

**46.** Places for lying down in sleeper carriages are generally prepared from 22:00, and for sitting again from 8:00; this can occur at a different time if all passengers in the compartment agree. In couchette carriages,

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<sup>4</sup> With the exception of the identification cards of Deputies and Senators of the Parliament of the Czech Republic, judges of the Constitutional Court of the Czech Republic and Members of the European Parliament elected in the Czech Republic.

places for lying down are prepared according to the instructions of the couchette carriage conductor.

**47.** The conductor of the couchette or sleeper carriage is required to wake passengers 30 minutes prior to their destination station or at a time specified by the passenger.

**48. - 49.** Void.

## D. RESERVATIONS

**50.** Passengers have the right to purchase a reservation for a ticket, provided they are not sold out for the selected connection. The prices of reservations are specified in the TR 10 Tariff.

**51.** A reservation<sup>5</sup> is a payment receipt for the reservation of a seat in a specific train and carriage.

**51. 1.** In the valid timetable, trains with the option to reserve seats are marked with the symbol **R**, and trains with required reservations are marked with the symbol **R**.

**51. 2.** Reservation carriages are indicated on the train with a signboard containing the carriage number. Seats in reservation carriages are marked with numbers, and if a reservation was sold for them they may be marked as reserved with a specification of the reserved segment.

**52.** A reservation is valid only in combination with a valid travel document, and for the seat on the train and to the station specified thereupon.

**52. 1.** For trains with required seat reservations, each passenger is required to purchase a reservation.

**53.** A reservation can be purchased in advance sales up to two months prior to the planned date of departure:

- a) at the ticket counter,
- b) through the ČD eShop and the TeleTiket service for selected trains per the general terms and conditions of the ČD eShop,
- c) at ticket vending machines for selected trains.

**53. 1.** The term of advance sales for reservations may be announced in advance, and the announced term may be shortened or excluded.

**53. 2.** Reservations cannot be purchased from a ČD employee on the train.

**54.** The sale of reservations from ticket vending machines, the ČD eShop, through the TeleTiket service and at ticket counters with a UNIPOK device is terminated at the time of the train's scheduled departure from the passenger's boarding station, and at ticket counters without a UNIPOK device no later than 24 hours prior to the train's scheduled departure from the passenger's boarding station.

**55.** A reservation can be provisionally reserved<sup>6</sup> for selected trains during the period of advance sales, but no later than two days prior to departure, at a ticket counter with a UNIPOK device or from the day of the announcement on [www.cd.cz](http://www.cd.cz).

**55. 1.** Passengers will receive a confirmation of the provisional reservation or statement of a completed transaction containing the

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<sup>5</sup> Issued separately or on one document with the ticket.

<sup>6</sup> A provisional reservation cannot be made for trains with required reservations.

earliest date for retrieving the reservation at a ticket counter with a UNIPOK device. Afterwards, the provisional reservation is cancelled.

**56.** A reservation for seats reserved for passengers travelling with children can be purchased only by passengers who are actually travelling with children.

**56. 1.** A passenger with a valid reservation can transport only one child up to 6 years of age free of charge on a train with required reservations or in a reservation carriage without a reservation, provided a separate seat is not required for the child.

**56. 2.** On trains with required reservations or in reservation carriages, passengers will pay for one reservation for a child up to 6 years of age transported free of charge in a separate seat or for two children up to 6 years of age transported free of charge together in one seat.

**56. 3.** The price of a reservation for a child under 6 years of age is determined by the price for a reservation for which the accompanying passenger can demonstrate eligibility.

**57.** A reservation for spaces reserved for passengers with limited mobility and orientation can be purchased by passengers who can document eligibility when purchasing the reservation and during an inspection of travel documents.

**58.** At the ticket counter passengers are required to demonstrate eligibility for a RailPlus discount when purchasing reservations on other than required reservation trains.

**59.** Passengers are required to present a reservation, SC reservation or confirmation of a reserved seat to a ČD employee performing an inspection of travel documents during the course of the transport contract's fulfilment.

**59. 1.** If the passenger does not demonstrate eligibility for a RailPlus discount, he or she is obligated to pay the difference between the price of a reservation with the RailPlus discount and the price of a reservation without this discount.

**60.** For local (Os), limited-stop (Sp) and selected fast (R) trains not integrated in the reservation system (it is not possible to purchase a reservation for them), a group of 12 or more passengers may order a reservation of seats in 2nd carriage class at the ticket counter no later than 7 working days prior to the planned date of departure. ČD reserves the right to refuse an order for seats if they cannot be secured for operational reasons.

**60. 1.** For securing the ordered seats, the passengers will pay the price of a reservation for a group per the TR 10 Tariff; the number of reserved seats must equal the number of presented tickets.

**61.** A passenger loses his or her claim to a reserved seat if he or she does not occupy it within 15 minutes following the train's departure from the station specified on the reservation or confirmation of reserved seats.

**62. - 64.** Void.

### **Chapter III**

## **Payment of Fares, Carriage Fees, Supplements and Reservations**

### **65. Methods of payment**

- a) At the ticket counter cash payments can be made in CZK, and at ticket counters with a UNIPOK device cash payments can also be made in EUR or from an EPIK;<sup>7</sup> at selected ticket counters, through the ČD eShop and using the TeleTiket service, payments can be made using a payment card.<sup>8</sup>
- b) At ticket counters with a UNIPOK device, payments can be made for fares, reservation documents and applications for a card per the TR 10 Tariff using one ČD gift voucher during its term of validity or a ČD credit note. If the value of the voucher or credit note is greater than the amount of the payment, the difference is not returned; if the value is lower, the passenger will pay the difference in cash in CZK. Neither a voucher nor a credit note will be accepted for payment after the term of validity has lapsed or if the voucher or credit note has been modified, changed or overwritten in any way.
- c) It is possible at the ticket counter or on the train, under conditions set by an agreement between ČD and a third party, to exchange a valid credit voucher or voucher for transport for a ticket on credit. A voucher will not be accepted for payment after its term of validity has lapsed or if it has been modified, changed or overwritten in any way.
- d) At a ticket vending machine it is possible to make a payment from an EPIK, and at selected ticket vending machines it is also possible to make a payment in cash in CZK or with a payment card.
- e) On the train or on station premises accessible only with a valid travel document, it is possible to make a cash payment in CZK; tickets issued from a POP device can be paid for in cash even in EUR<sup>9</sup> or from an EPIK.
- f) On the basis of a written order, it is possible at selected ticket counters to retrieve travel documents and pay for them against an invoice.
- g) Payments for eTiket and TeleTiket documents are governed by specific terms and conditions, to which the customer is required to agree before making a purchase.

**65. 1.** The method of payment is specified in words on the travel document.

**65. 2.** Passengers are required to announce in advance any type of payment other than cash in CZK.

**66.** An authorised ČD employee may require that a passenger who, during the transport contract's term of fulfilment, fails to present a valid

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<sup>7</sup> The passenger either holds the EPIK to a marked reader or, upon request, he or she hands it over to the cashier to perform the payment transaction.

<sup>8</sup> It is necessary to hand over the payment card to the cashier to perform the payment transaction when paying at the ticket counter; when using the TeleTiket service it is necessary to announce the necessary information to the Contact Centre operator.

<sup>9</sup> The exchange rate is published in a decree in the PTV.

travel document for reasons on his or her side pay the fare from the boarding station to the destination station and a fare surcharge. If the passenger does not pay the required amount immediately, he or she is required to demonstrate his or her identity and provide personal information to an authorised ČD employee necessary for possible collection of the amount owed.

**66. 1.** If the boarding station cannot be determined reliably, the passenger is required to pay the fare from the train's originating station, from a border point or a station at the contact point of multiple carriers.

**67.** When accepting a paid travel document<sup>10</sup> from a ČD employee, the passenger is required to make sure that the document was issued according to his request and that the correct sum of money was returned to him; subsequent refund claims will not be considered.

**67. 1.** If the document issued does not correspond to the requested or ordered information, the passenger is entitled to reject it and request that the correct document be issued.

**68.** When purchasing a document through the ČD eShop, the TeleTiket service or using a ticket vending machine, the passenger is responsible for correct use of the system and for entering the correct information; subsequent refund claims for reasons of incorrect use or incorrectly entered information by the passenger will not be considered; ČD is not responsible for incorrectly entered information.

**69.** If a passenger could not make a payment using an EPIK either at the ticket counter or on the train for reasons of a defective device, an authorised ČD employee will issue him or her a confirmation specifying the fare (differential fare), for which it constitutes a claim, including a fare surcharge in the amount of CZK 1,000. The passenger does not pay the fare or differential fare immediately, but is required, within 15 days from the date of the journey in question, to visit any ticket counter and pay the calculated fare; the fare surcharge will be cancelled or changed to a handling surcharge per the SPPO.

**69. 1.** If the passenger fails to visit a ticket counter to pay the receivable, collection will proceed in the full extent per the issued confirmation.

**70.** According to law No. 235/2004 Coll., on value added tax, as amended, a tax receipt is:

- a) a ticket, payment receipt, provisional In-karta card or confirmation of payment for an application on an In-karta/RailPlus card or an In-karta card,
- b) a payment receipt for a KMB pasted into a KMB booklet (can be used for accounting purposes after the document ceases to be valid),
- c) a printed eTiket ticket,
- d) a simplified tax receipt from the ČD eShop for a SporoTiket ticket.

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<sup>10</sup> Including the payment receipt for the application on ther In-karta/RailPlus card or In-karta card.



**70. 1.** Travel documents paid against an invoice and travel documents issued on credit are not tax receipts (the invoice – regular tax receipt serves for tax purposes).


**70. 2.** Immediately after paying for a travel document, sleeper or couchette supplement, or the price of a reservation at the ticket counter, passengers may request that a confirmation of payment be issued. This confirmation, however, does not contain the information required for a tax receipt.

**71. - 74.** Void.

## Chapter IV

### Handling Surcharge, Fare Surcharge and Subsequent Demonstration of Eligibility for a Discount

**75.** It is possible to purchase a ticket or fare upgrade on the train without a handling surcharge or fare surcharge:

- a) during the first inspection and first upgrade of a valid travel document purchased previously or reservation after boarding the train at an **unattended station** ~~(marked in the valid timetable with the symbol )~~ or on station premises accessible only with a valid travel document, provided the passenger announces the need to pay to an authorised ČD employee no later than at the moment when called upon to present travel documents,
- b) during a fare upgrade to 1st carriage class, for a circuitous journey, for a journey beyond the original destination station and when issuing fares for ZTP and ZTP/P cardholders after boarding the train at an **attended station** or on station premises accessible only with a valid travel document, provided the passenger announces the need to pay to an authorised ČD employee no later than at the moment when called upon to present travel documents,
- c) when a student fare is issued from a border point for the holder of a student discount card studying at a foreign school, provided the passenger announces the need to pay to an authorised ČD employee no later than at the moment when called upon to present travel documents,
- d) if the passenger could not be ticketed at the boarding **attended station** to the requested destination station or with the requested type of fare,<sup>11</sup> provided the passenger announces the need to pay to an authorised ČD employee no later than at the moment when called upon to present travel documents.

**75. 1.** Passengers pay neither a handling surcharge nor a surcharge in combination with payment of the carriage fee for a dog on the train.

**76.** A handling surcharge of **CZK 40** is paid by all passengers except for cases specified in Article 75 b) and d) of the SPPO, when issuing a ticket, fare upgrade or differential price of a reservation with and without a RailPlus discount after boarding the train at an **attended station** or on station premises accessible only with a valid travel document, provided the passenger announces the need to pay to an authorised ČD employee no later than at the moment when called upon to present travel documents.

A handling surcharge of **CZK 40** is paid by all passengers when ticketing from a border point, except for cases specified in Article 75 c) of the SPPO, and for repeated ticketing after commencing a journey at an unattended station, provided the passenger announces the need to pay

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<sup>11</sup> The so-called “p.c.” fare.

to an authorised ČD employee no later than at the moment when called upon to present travel documents.

**77.** A fare surcharge of **CZK 1,000** per the TR 10 Tariff is paid by each passenger in addition to a fare, fare upgrade or payment of the differential price of a reservation,<sup>12</sup> if the passenger does not announce the need to pay in the periods set out in Articles 75 and 76 of the SPPO.

**77. 1.** The fare surcharge will be reduced to **CZK 400** if it is paid by the passenger with the charged fare or fare upgrade immediately or at a ticket counter within 15 days, inclusive, from the day on which the obligation to pay the owed amount arose.

**77. 2.** The fare surcharge in the full amount including the charged fare or fare upgrade can be paid at a ČD ticket counter from the 16th to the 20th day, inclusive, from the day on which the obligation to pay the owed amount arose.

**77. 3.** If the owed amount is not paid by the specified deadlines, collection will proceed.

**78.** Documents and confirmations presented subsequently are not considered for the basic fare, unless specified otherwise in the TR 10 Tariff.

**79.** In the event of subsequent demonstration of a valid application on a card or a RailPlus discount at any ticket counter within 15 days, inclusive, from the day of the journey in question, collection of the receivable specified on the confirmation will be cancelled after payment of a fee of **CZK 50** for subsequent demonstration of eligibility for a discount.<sup>13</sup>

**79. 1.** For subsequent demonstration of eligibility for a discount, the passenger is required to present the card to the cashier or, in the event of loss or theft, to first request that a duplicate be issued.

**79. 2.** If the passenger does not present himself during the set term to demonstrate eligibility or to pay the receivable even per Article 77. 2. of the SPPO, collection will proceed.

**80. - 84.** Void.

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<sup>12</sup> A fare surcharge is charged only once in the case of concurrent payments.

<sup>13</sup> The fee is paid only once for demonstration of the passenger's eligibility, not for the number of documents.

## **Chapter V**

### **Interrupting a Journey**

**85.** With the interruption of a journey, a ticket or payment receipt ceases to be valid at the station where the journey was interrupted.

**85. 1.** A journey is considered to have been interrupted if a passenger:

- a) with a one-way or return ticket exits the train within 100 tariff kilometres, inclusive, (calculated separately for each direction of travel), unless transferring,
- b) continues the journey from a transfer station on a different train than the next suitable connecting train corresponding to the concluded transport contract.

**85. 2.** A journey is not considered to have been interrupted if a passenger:

- a) with a one-way or return ticket exits the train at a station on the transport route after travelling 101 or more tariff kilometres (calculated separately for each direction),
- b) with a time ticket exits the train at any station on the transport route,
- c) transfers between stations included in a tariff hub specified in the TR 10 Tariff,
- d) transfers between stations (marked with a note in the valid timetable) in one municipality lying on different lines.

**86. - 89.** Void.

## Chapter VI Occupying Seats

**90.** Passengers on the train may occupy only as many empty seats as they can present valid travel documents for. A seat is considered occupied if a passenger is sitting in it or has placed an article of clothing or hand luggage on it. Seats in a locked compartment are also considered occupied if by locking the compartment the passenger prevents their use by other passengers.

**91.** In a 1st class carriage included in the train per the valid timetable, only passengers with a travel document valid in 1st carriage class may occupy a seat. Passengers with a travel document for 2nd carriage class are not permitted even to be in the corridor of a 1st class carriage.

**91. 1.** In a 1st class carriage included in a train which, according to the valid timetable, is supposed to be composed only of 2nd class carriages, passengers with a 2nd class travel document may occupy seats without a fare upgrade.

**92.** An authorised ČD employee may restrict or exclude passengers from the handling area of a luggage or service compartment.

**93.** Seats reserved for passengers with limited mobility and orientation, and for passengers with children up to 10 years of age, may be occupied by other passengers only if passengers for whom they are preferentially intended do not claim them.

**94.** A passenger without a valid reservation may occupy a seat in a reservation carriage only if this seat is not claimed by a passenger with a valid reservation.

**95.** A seat in a sleeper or couchette carriage may be occupied only by a passenger with a valid sleeper or couchette supplement; passengers without a sleeper or couchette supplement are not permitted to access compartments in these carriages.

**96.** If a passenger violates the transport terms on a train with required reservations by not presenting a valid reservation for that train, he or she will pay a surcharge of **CZK 500** per the TR 10 Tariff and will be excluded from transport at the next station.

**96. 1.** Exclusion from transport will be waived if the passenger pays the surcharge immediately. In such a case the surcharge will be reduced to **CZK 250** and the passenger will be permitted to occupy a seat on the train per Article 94 of the SPPO or to occupy a place for standing; the passenger shall not, however, be entitled to draw on additional services.

**96. 1. 2.** Exclusion from transport and payment of the surcharge will be waived completely for Deputies and Senators of the Parliament of the Czech Republic, judges on the Constitutional Court of the Czech Republic and Members of the European Parliament elected on the territory of the Czech Republic. The passenger will be permitted to occupy a seat on the train per

Article 94 of the SPPO or to occupy a place for standing; the passenger shall not, however, be entitled to draw on additional services.

**96. 2.** The surcharge will be reduced to **CZK 250** if, after exclusion, the passenger pays it at a ticket counter within 15 days, inclusive, from the day on which the obligation to pay the owed amount arose. If the passenger does not present himself to pay the receivable even per Article 77. 2. of the SPPO, collection will proceed.

**97.** If a passenger violates the transport terms by boarding a train or carriage in which only international transport is permitted without a travel document for international transport, he or she will pay a surcharge of **CZK 500** per the TR 10 Tariff and will be excluded from transport at the next station.

**97. 1.** The surcharge will be reduced to **CZK 250** if the passenger pays it in cash immediately or at a ticket counter within 15 days, inclusive, from the day on which the obligation to pay the owed amount arose. If the passenger does not present himself to pay the receivable even per Article 77. 2. of the SPPO, collection will proceed.

**98.** If a passenger violates the transport terms by making an illegitimately occupied seat available to another passenger only after being called upon to do so by an authorised ČD employee, or by purchasing a reservation through the ČD eShop for a seat for passengers with limited mobility and orientation or for passengers travelling with children up to 10 years of age for which he or she cannot demonstrate eligibility, the passenger will pay a surcharge of **CZK 500** for each such seat.

**98. 1.** The surcharge will be reduced to **CZK 100** if the passenger pays it in cash immediately or at a ticket counter within 15 days, inclusive, from the day on which the obligation to pay the owed amount arose. If the passenger does not present himself to pay the receivable even per Article 77. 2. of the SPPO, collection will proceed.

**99.** Void.

## **Chapter VII**

### **Extraordinary Train Stops**

#### **Permitted stopping or delaying of a train**

**100.** It is possible to order an extraordinary stop or delay of a train at the ticket counter no earlier than 2 months prior to the requested day of the train's extraordinary stop. If operational reasons do not prevent the extraordinary stop or delay of the train, the ordering party is required to pay a fee for the permitted stopping or delay of a train per the TR 10 Tariff. Passengers in wheelchairs are exempt from paying this fee.

**100. 1.** If the request cannot be granted for operational reasons, the ordering party will be informed of this.

**101.** In exceptional cases, a passenger on a train may address a request to an authorised ČD employee for an extraordinary stop at a station where this train does not stop according to the timetable. If operational reasons do not prevent such an extraordinary stop, the passenger is required to pay the fee for permitted stopping or delay of a train per the TR 10 Tariff in advance to an authorised ČD employee.

#### **Train stops for operational reasons**

**102.** If a train stops extraordinarily at a station where it does not stop per the valid timetable, passengers may exit and board the train only if it replaces another (cancelled, delayed) train. In other cases and for stops not at stations, passengers may exit and board the train only with permission from an authorised ČD employee, and are required to follow instructions to ensure their safety and the flow of rail traffic.

#### **Unauthorised stopping or delaying of a train**

**103.** When a passenger violates the transport terms by causing an extraordinary stop or delay of a train, for which permission was not granted by ČD in advance, each passenger who caused or engineered the delay will pay **a surcharge of CZK 500**.

**103. 1.** For the delay of all the passenger transport trains that were delayed as a result of the unauthorised stop or delay of the train, all individuals who participated in the event will pay compensation jointly and severally in accordance with the provision of Section 438 of law No. 40/1964 Coll., Civil Code, as amended. The amounts of compensation are specified in the TR 10 Tariff.

**103. 1. 1.** In calculating compensation for the delay, of determinative importance is information from the time when the event occurred according to information from the ČD dispatcher.

**104.** In exercising ČD's claim to compensation for damages against persons who caused the delay of the train and did not have a concluded transport contract with ČD, the process will be per Section 420 para. 1) of law No. 40/1964 Coll., Civil Code, as amended. From the person that caused the damages, ČD will exact the actual damages and lost profits

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including compensation paid out to passengers for non-compliance with the transport contract.

**105. - 109.** Void.



## **Chapter VIII**

### **Transporting Persons with Limited Mobility and Orientation**

**110.** Persons with limited mobility and orientation have a right to use ČD services in a way comparable to that enjoyed by other citizens under the terms and conditions specified in the SPPO.

**110. 1.** Persons with reduced mobility and orientation are passengers for whom it is difficult to use rail transport and related infrastructure as a result of a health disability, age or other factor.<sup>14</sup> This category does not include persons who are quite evidently under the influence of alcohol or other addictive substances.

**111.** If in ČD carriages there are seats reserved and marked for persons with limited mobility and orientation, such passengers have a preferential right to occupy these seats. If needed, it may be necessary to demonstrate eligibility to occupy such seats with relevant identification.

**112.** It is not necessary to order transport for persons with limited mobility and orientation in advance if such transport does not require any assistance from ČD employees for boarding, disembarking and transferring between trains.

**113.** If a passenger requires assistance from a ČD employee in boarding, disembarking or transferring between trains, he or she is required to request such assistance no later than 24 hours prior to the train's departure from the passenger's boarding station at the ticket counter or at the ČD Contact Centre.

**113. 1.** At unattended stations, passengers are informed on the notice board of how they can order transport and what the nearest station is where they can request assistance with boarding, disembarking and transferring between trains. This information is also available on [www.cd.cz](http://www.cd.cz) and at the ČD Contact Centre, tel. 840 112 113.

**113. 2.** ČD does not charge any fees for securing transport and providing assistance in boarding, disembarking and transferring between trains to persons with limited mobility and orientation.

**Passengers using an orthopaedic wheelchair** (hereinafter "wheelchair")

**114.** Travel using a wheelchair on ČD trains is only possible if the wheelchair it is equipped with a functional handbrake, so that it may be safely secured during transport.

**115.** For transport on ČD trains, passengers using wheelchairs can make use of:

- a) carriages adapted for transporting passengers using wheelchairs,
- b) carriages allowing safe boarding, disembarking and transferring between trains,

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<sup>14</sup> Causes may be chronic or temporary, visible or hidden.

c) service carriages.

**115. 1.** More detailed information about the inclusion of carriages allowing for the transport of passengers using wheelchairs is published in the valid railway timetable, including the IDOS electronic timetable, and is available upon request from ČD employees at railway stations or at the ČD Contact Centre, tel. 840 112 113.

**115. 2.** Passengers should inform ČD of a requirement for a platform lift or transport in a service carriage equipped with a platform lift on trains in which such a carriage is normally included no later than 24 hours prior to the train's scheduled departure from its originating station or the border-crossing station. The operation of the platform lift for boarding, disembarking and transferring is performed exclusively by ČD employees.

**115.3.** Passengers should inform ČD of a requirement for transport in a service or other carriage suitable for transporting passengers using wheelchairs without a platform lift on trains in which such a carriage is normally included no later than 24 hours prior to the train's scheduled departure from its originating station or the border-crossing station. Transport in this type of carriage generally requires the use of a mobile platform lift at stations which are equipped with one.

**116.** Information about stations that are technically equipped and accessible so as to allow passengers on wheelchairs to board, disembark and transfer between trains is published in the valid railway timetable, in the List of Stations with the extent of equipment and services, in the IDOS electronic timetable, and is available upon request from ČD employees at railway stations or at the ČD Contact Centre.

**116.1.** Passengers must inform ČD of a requirement for a mobile platform lift at stations that are equipped with one at least 24 hours prior to departure. The operation of the mobile platform lift for boarding, disembarking and transferring between trains for the benefit of passengers using wheelchairs is performed by service personnel authorised by the owner of the lift.

**117.** An order for inclusion of a carriage with a platform lift or a carriage suitable for transporting passengers using wheelchairs in a ČD train in which such a carriage is not normally included, or a requirement to exchange it for a carriage with a platform lift, can be made in person at the ticket counter, at the ČD Contact Centre, tel. 840 112 113, or by placing an order on [www.cd.cz](http://www.cd.cz), at least 48 hours prior to travel.

**117. 1.** It is necessary to provide the following information in the order form: *name, surname and address of the passenger, date of departure and train number (possibly also an alternative date), method of communication for processing the order (telephone or other contact information), possibly also a telephone contact for the period of the actual transport.*

**117. 2.** By accepting an order, ČD undertakes to assess it; the acceptance of an order does not establish a right to transport on the

selected train. ČD will notify the applicant of the decision to allow the transport or an alternative method of transport (e.g. on a different connection), or of the refusal of transport, within 5 days of receiving the order or no later than 2 days prior to the planned departure.

**117. 3.** Prior to commencing travel, the passenger should announce his or her presence at least 30 minutes prior to the approved train's scheduled departure at the boarding station, at the workstation or to a ČD employee according to the contact information provided to the passenger with the decision to allow transport.

**118.** ČD may refuse to transport a passenger using a wheelchair (in this case the issue of travel and reservation documents is also understood) only if:

- a) it is not possible to provide this service on the selected train or connection and it is not technically possible to include a carriage allowing for the transport of passengers using a wheelchair in such a train or connection,
- b) the capacity of spaces for transporting passengers using a wheelchair has already been exhausted on the requested connection, and the capacity cannot be increased,
- c) the technical equipment and accessibility of a selected boarding, disembarking or transfer station makes it impossible for passengers using a wheelchair to access the platform or to board, disembark, or transfer between trains,
- d) the passenger using a wheelchair did not comply with the prescribed term for announcing transport, and securing it, which cannot be properly prepared in advance and would cause the train to be delayed.

**118. 1.** ČD is required, upon request, to inform a passenger using a wheelchair in writing of the reasons for refusal of transport within 5 working days from the date of refusal of transport, and to suggest to the passenger an alternative solution.

**118. 2.** If the passenger does not comply with the periods for announcing his or her transport, and arrives at the time of the train's departure, transport will be refused with reference to the provisions of Article 118 d) of the SPPO and a different suitable connection will be recommended to the passenger for which it will be possible to secure such transport operationally without resulting in a delay.

**119. - 124.** Void.

## **Chapter IX**

### **Transporting Live Animals Accompanied by the Passenger**

**125.** Passengers are responsible for ensuring that accompanying live animals do not soil other passengers or ČD employees, do not cause damage to the property of passengers or of ČD, do not present a threat to the health of persons and do not disturb other passengers during transport.

**126.** Small live animals can be transported on the train in easily portable and completely closable containers with an impermeable bottom, intended or adapted for transporting live animals, provided the animal is completely closed in such a container for the duration of the transport.

**126. 1.** For such transport, provisions concerning the transport of hand luggage apply, or concerning oversized luggage, depending on the size of the container.

**127.** When transporting live animals, only a dog can be transported in a carriage and not in a completely closed container; dogs must be muzzled and kept on a short leash.

**127. 1.** A dog can be transported in a 1st or 2nd class carriage and may not be transported on a seat, even on a liner. For the transport of a dog in this manner, the passenger will pay a carriage fee per the TR 10 Tariff.

**127. 2.** The transport of dogs is excluded in restaurant carriages and in carriages (compartments) reserved for the transport of passengers travelling with children up to 10 years of age, and is restricted in sleeper and couchette carriages according to terms and conditions specified in Article 45 of the SPPO.

**127. 3.** Guide dogs for blind passengers, assistance dogs and police dogs performing tasks per law No. 273/2008 Coll., on the Police of the Czech Republic, as amended, may be transported on a train without a muzzle, in restaurant carriages and in carriages (compartments) reserved for passengers travelling with children up to 10 years of age. The transport of these dogs cannot be refused, nor can they be excluded from transport.

**128. - 129.** Void.

## **Chapter X**

### **Mutual Relationships between ČD and Passengers**

**130.** In the interest of the culture of travelling, ČD ensures:

- a) order, cleanliness and calm on the train,
- b) order, cleanliness and calm on the premises of ČD railway stations accessible to passengers.

**131.** In the interest of keeping passengers informed, ČD ensures the publication of:

- a) the current wording of the SPPO, of the TR 10 Tariff and of the TR 14 Tariff on [www.cd.cz](http://www.cd.cz),
- b) basic transport and tariff terms on notice boards at railway stations,
- c) acquisition offers on [www.cd.cz](http://www.cd.cz) and on notice boards at railway stations,
- d) timetables for ČD trains,
- e) departures and arrivals of ČD trains at every station,
- f) extraordinary events and closures on rail transport routes.

**132.** In the interest of customer care, ČD provides information about:

- a) the location of selected trains on [www.cd.cz](http://www.cd.cz) or through mobile operators with the help of short text messages,
- b) the name of the station, the train's route, transfers, direct carriages, connections, etc. using audiovisual devices or information communicated by a ČD employee,<sup>15</sup> or on selected trains with the help of informational leaflets,
- c) opportunities to purchase travel and transport documents, reservations and supplements at the nearest open ticket counter, on the internet (eTiket), by telephone (TeleTiket) or at the nearest contractual vendor at a station without an open ticket counter,
- d) opportunities to order transport for passengers using an orthopaedic wheelchair or assistance in boarding, disembarking and transferring between trains,
- e) timetables for trains of other rail carriers and timetables for connecting buses, if this information is technically available.

**133.** During a disruption of regular rail passenger transport, ČD ensures:

- a) notification of a train delay greater than 5 minutes or of a train omission, displayed on a visual information device if such a device is installed at the railway station,
- b) notification of a train delay greater than 10 minutes or of a train omission, on the station loudspeaker system if such a system is installed, or notification by a different means,
- c) notification of the reasons for a delay or omission of a train (except for cases where such notification could provoke unrest or panic),
- d) provision of information on all extraordinary events and irregularities connected with transport, and suggestions for resolving the situation,
- e) the issuing of confirmations on train delays or omissions.

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<sup>15</sup> On international trains in addition to Czech also in English; for trains travelling to / from German-speaking countries, German may be supplemented as well.

**133. 1.** The announced length of a train delay may change; it is recommended that passengers remain on the station premises and wait for further information.

**134.** In the interest of easier passenger orientation, ČD:

- a) labels ticket counters,
- b) marks streamlined access to individual ticket counters with a privacy zone at selected railway stations,
- c) indicates authorised ČD employees with identification badges,
- d) marks reserved seats and seats intended for express reservations on selected trains,
- e) labels direct carriages or groups of direct carriages with signboards, if a train is composed of multiple parts,
- f) makes announcements using the station and train loudspeakers, which can also be used to send urgent private messages free of charge or commercial messages subject to a fee on the basis of a concluded contract between ČD and a second contracting party.

**135.** Passengers in public rail passenger transport are required:

- a) to exercise elevated care appropriate for the character of rail transport,
- b) to obey the instructions of authorised ČD employees in order to ensure the safety and flow of passenger traffic and the safety of passengers and ČD employees,
- c) to obey verbal or acoustic calls to finish disembarking and boarding, and to comply with all measures announced by ČD streamlining boarding of the train or access to the train,
- d) to leave the track area immediately after disembarking from the train at railway stations without island platforms.

**136.** Passengers in public rail passenger transport are responsible for:

- a) the safety of accompanying children up to 6 years of age (i.e. until the day preceding the date of the 6th birthday), who may be transported only if accompanied by a person 10 years of age or older,
- b) arriving for ticketing with sufficient time so that all necessary documents can be issued by the time of the train's departure, in particular in view of possibly elevated passenger numbers,
- c) timely and safe boarding at the boarding station onto the correct train of the rail carrier for which he or she holds a valid travel document; for boarding the correct part (direct carriage) of the train, for transferring at the transfer station and for disembarking from the train at the destination station (or at the station before it if the train does not stop there) on time, at the specified locations and on the correct side; for ease of orientation, passengers may make use of all options that ČD offers,
- d) for making a timely and visible signal to stop the train (e.g. by raising one's hand) if the passenger wishes to board a train stopping only upon request per the valid timetable at the passenger's boarding station,
- e) for informing an authorised ČD employee in a timely manner that they would like to exit a train stopping only upon request per the valid timetable at their disembarking station; passengers inform a ČD

employee in person in response to a question about a stop or by using a signalling mechanism after being called upon to do so – the signalling mechanism will subsequently confirm that the train will stop.

**137. - 139.** Void.

## **Chapter XI**

### **Violation of Transport Terms and Exclusion of a Passenger**

**140.** The transport terms are considered to have been violated if a passenger:

- a) does not have a purchased ticket after boarding a train at an attended station,
- b) cannot, during the transport contract's term of fulfilment, present a valid ticket or discount card and refuses to pay a fare, fare upgrade or surcharge immediately.

**140. 1.** In such a case the passenger will pay a surcharge per Articles 75 – 77 of the SPPO.

**141.** It is considered a violation of the transport terms if a passenger refuses to make available an illegitimately occupied seat, boards a required reservation train without a reservation, or boards a train or carriage in which inland transport is excluded without a travel document for international transport.

**141. 1.** In such a case, the passenger will pay a surcharge per Articles 96 – 98 of the SPPO.

**142.** It is considered a violation of the transport terms if a passenger causes an unauthorised delay of a train.

**142. 1.** In such a case, the passenger will pay a surcharge and compensation for the delay per Article 103 of the SPPO.

**143.** The transport terms are considered to have been violated if a passenger:

- a) speaks while the vehicle is in motion to the person driving the vehicle,
- b) opens, while the vehicle is in motion, the side doors of the carriage, the first or last end doors of the train, locked doors between carriages or removes barriers intended to prevent falling out (even while the train is at the station), exits or boards while the vehicle is in motion, or leans out of a carriage,
- c) unlocks or locks the doors of a carriage or compartment, or other lockable spaces of a carriage with an object that is not part of the carriage,
- d) impedes the train's departure by blocking centrally closing doors,
- e) impedes the use of ČD operational equipment, or the flow of disembarking, boarding or passage through a carriage,
- f) groundlessly applies the emergency brake or signalling equipment in the carriage,
- g) boards a carriage declared to be occupied or closed,
- h) enters the track area before the train comes to a halt,
- i) boards a carriage on the incorrect side of the train (platform),
- j) boards or disembarks from a train which has come to a halt extraordinarily at the station and ČD has not permitted boarding or disembarking,



- k) throws objects out of the train or allows objects to protrude from the carriage,
- l) remains in a carriage marked as a “Special Carriage”,
- m) remains on a train in premises intended exclusively for authorised ČD employees,
- n) uses sports equipment (rollerblades, skateboard, bicycle, kick scooter, etc.) when boarding the train, while on the train, when disembarking from the train, or when moving through station premises accessible to the public,
- o) violates the ban on smoking,
- p) refuses to place a small animal transported on the train into a completely closed container, or refuses to pay the carriage fee for a dog that is not transported in a completely closed container,
- q) fails to ensure that, while on station premises accessible to the public or during transport on a train, a dog that is not in a completely closed container is muzzled and held on a short leash,
- r) takes with him or her into the vehicle as hand luggage or oversized luggage an item that cannot be luggage or contained in luggage, or refuses to pay the price for oversized luggage,
- s) in a ČD waiting area or ČD Lounge waiting area does not demonstrate eligibility for entry,
- t) violates common social conventions and manners by behaving loudly, playing loud music or singing loudly, using loud audiovisual equipment or disturbing other passengers in another unsuitable manner,
- u) soils other passengers, or soils or damages ČD equipment.

**143. 1.** In such cases, the passenger will pay a surcharge of **CZK 500**, that will be reduced to **CZK 100** if paid in cash immediately or at a ticket counter within 15 days, inclusive, from the day on which the obligation to pay the owed amount arose. If the passenger does not present himself to pay the receivable even per Article 77. 2. of the SPPO, collection will proceed.

**143. 2.** In certain cases, according to the character of the violation of the transport terms, the passenger is required to pay other compensations and fees in addition to the surcharge.

**143. 3.** In cases set out by health authorities, ČD has the right to require compensation from the passenger for expenses incurred and damages for required decontamination for a violation of law No. 258/2000 Coll., on protection of public health and on changes to certain related laws, as amended, and decree 195/2005 Coll., which regulates the conditions for preventing the outbreak and spread of infectious disease, and hygienic requirements for operating health facilities and social welfare institutions.

**144.** For each surcharge or other fee paid by the passenger, an authorised ČD employee will issue a payment receipt.

**144. 1.** If the passenger cannot pay or refuses to pay the surcharge for violating the transport terms immediately, he or she is required to demonstrate his or her identity and provide personal information to an authorised ČD employee for drafting a confirmation of ČD's receivable vis-à-vis the passenger.

**145.** An authorised ČD employee will exclude from transport at the next station a passenger who:

- a) violates the transport terms per Articles 140 – 143 of the SPPO and refuses to pay immediately or cannot pay immediately a fare, fare upgrade, fare surcharge or surcharge for violating the transport terms,
- b) takes with him or her for transport an item that does not correspond to the character of hand luggage, and in the train in question it cannot be transported as oversized luggage or using the luggage storage during transport service, or the passenger refuses to transport it using these services,
- c) despite being informed or even previously paying a surcharge for violating the transport terms, repeatedly fails to comply with the provisions of the SPPO, or with justified instructions or orders given to him or her by an authorised ČD employee in accordance with the SPPO,
- d) boarded the train under the influence of alcohol or other addictive substances and endangers his or her own safety or that of ČD employees or other passengers,
- e) endangers or could endanger the safety and flow of rail traffic or the public order, evokes public outrage or disgust among the other passengers, or endangers passengers or ČD employees.

**145. 1.** Upon being informed of exclusion from transport, the passenger is required to demonstrate his or her identity and provide personal information to an authorised ČD employee necessary for collecting the fare and surcharges for violating the transport terms and for collecting any damages.

**145. 1. 1.** If the passenger refuses to demonstrate his or her identity with personal identification, assistance will be requested from the Police of the Czech Republic, as the passenger's actions constitute the factual basis of an infraction under the provisions of Section 50 para. 1 e) of law No. 266/1994 Coll., on railways, as amended.

**145. 2.** The station at which the passenger was justifiably excluded from transport is considered his or her destination station. If the passenger remains on the train after departure from this station or boards it again, this station is considered the new boarding station.

**145. 3.** A passenger's health and safety must not be endangered by his or her exclusion from transport, nor may the safety of rail transport be endangered.

**145. 3. 1.** An unaccompanied child under 15 years of age or a child who cannot reliably demonstrate his or her age can be excluded from transport by being handed over to an authorised ČD employee at the next attended station or to a summoned officer of the Police of the Czech Republic.

**146.** The demonstration of personal information in the cases set out in the SPPO is not in conflict with law No. 101/2000 Coll., on the protection of personal information and on changes to certain laws, as amended, because it does not entail the collection of data for purposes of

processing and compilation, but merely for the purpose of securing a right.

**147. – 149.** Void.

## Chapter XII

### Terms and Conditions for Entering ČD and Track Premises

**150.** All locations in the perimeter of stations are inaccessible to the public with the exception of premises intended for the public, which are premises:

- a) accessible without limitation (e.g. ticketing areas in front of ticket counters, information centres, etc.) for purchasing travel documents, obtaining transport information, etc.,
- b) marked as accessible only with a valid travel document<sup>16</sup> or with a paid fee for use of transport premises (hereinafter “platform ticket”).

**150. 1.** Premises intended for the public must be duly marked in the station and passengers and other persons are required to comply with certain rules published on a notice board marked “Závazný režim” (“Binding Rules”).

**150. 2.** Premises intended for the public at ČD railway stations and on trains may be monitored by a video surveillance system.

**151.** A platform ticket is valid for two hours from its issue and its price is specified in the TR 10 Tariff; each person 15 years of age or older must have his or her own platform ticket. The holder of a platform ticket may enter a train only for the time absolutely necessary to help a passenger board or disembark.

**152.** A person who, during an inspection, is unable to present a valid travel document or platform ticket on station premises accessible to the public only with a valid travel document, must purchase a ticket for the planned journey from an authorised ČD employee.

**152. 1.** In the event that he or she does not purchase a ticket, he or she will pay a surcharge of **CZK 500** for violating the transport terms and will be required to leave the premises immediately. The surcharge will be reduced to **CZK 100** if the person pays it in cash immediately or at a ticket counter within 15 days, inclusive, from the day on which the obligation to pay the owed amount arose. If the person does not present himself to pay the receivable even per Article 77. 2. of the SPPO, collection will proceed.

**153.** Persons under the influence of alcohol or other addictive substances may not enter<sup>17</sup> station areas accessible to the public, as such persons can endanger the safety and flow of rail traffic, or the public order, or they can incur harm to themselves or to others; this also applies to persons begging or evoking public outrage and disgust, or endangering other passengers and ČD employees due to illness.

**154.** In the case of a locked WC operated by ČD, a key is available at the ticket counter upon payment of a fee.

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<sup>16</sup> The ticket entitles the bearer to enter only those stations lying on the transport route.

<sup>17</sup> Not even with a platform ticket or valid travel document.

**155.** Premises intended for the public at the railway station may be closed at times during which no trains are arriving or departing; conversely, safe access to trains arriving or departing at times when these premises are closed must be ensured. Passengers are informed about such measures on a notice board marked “Závazný režim” (“Binding Rules”).

**155. 1.** Persons and passengers are required to leave premises intended for the public before they are closed, even if they hold a valid train ticket or platform ticket.

**155. 1. 1.** If such a person or passenger does not leave these premises after being called upon to do so, he or she will pay a surcharge of **CZK 500** and will be required to leave such premises immediately thereafter. The surcharge will be reduced to **CZK 100** if the person or passenger pays it in cash immediately or at a ticket counter within 15 days, inclusive, from the day on which the obligation to pay the owed amount arose. If the person does not present himself to pay the receivable even per Article 77. 2. of the SPPO, collection will proceed.

**156.** If a person with a dog is on station premises intended for the public, the dog must be muzzled and kept on a short leash, or must be in a completely closed container. This provision does not apply to guide dogs for blind passengers, assistance dogs and police dogs performing tasks per law No. 273/2008 Coll., on the Police of the Czech Republic, as amended.

**157.** ČD waiting areas are considered station premises accessible only with a valid travel document or platform ticket, and passengers may enter them with items and animals with which they will travel, with the exception of bicycles. If a passenger or person cannot demonstrate eligibility to enter, the procedure will be per Article 152 of the SPPO.

**158.** ČD Lounge waiting areas are considered station premises accessible only with a valid travel document or reservation for an SC train, accessible to passengers travelling with children up to 10 years of age, to pregnant female passengers and to all passengers with a travel document valid for 1st carriage class per the TR 10 Tariff or a PTV decree. If a passenger or person cannot demonstrate eligibility to enter, the procedure will be per Article 152 of the SPPO.

**159.** Neither passengers nor other persons may leave their luggage unattended; luggage left unattended can be immediately removed if there is suspicion that it is an explosive device.

**160.** Physical persons, per Section 4a para. 1) of law No. 266/1994 Coll., on railways, as amended, are forbidden to enter the track area and places in the perimeter of the track area that are not accessible to the public. A violation of this ban will be qualified as an infraction per Section 50 para. 1 a) of this law.

**161.** No one, without the permission of ČD, may perform activity on ČD premises which can be considered as business, or enter for this purpose areas that are not accessible to the public, unless specified otherwise by special legislation. A violation of this ban will be qualified as an

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administrative tort per Section 51 para. 1 a) of law No. 266/1994 Coll., on railways, as amended.

**162. - 164.** Void.

## Chapter XIII Smoking

**165.** Smoking is forbidden:

- a) on ČD premises intended for the public, such as ticketing halls, waiting areas, etc,
- b) on platforms under a roofing or in covered shelters,
- c) on all ČD trains.

**165. 1.** The ban does not apply to the use of electronic cigarettes.

**166.** For violating the ban on smoking, an authorised ČD employee will impose a surcharge of **CZK 500**. The surcharge will be reduced to **CZK 100** if the passenger pays it in cash immediately or at a ticket counter within 15 days, inclusive, from the day on which the obligation to pay the owed amount arose. If the passenger does not present himself to pay the receivable even per Article 77. 2. of the SPPO, collection will proceed.

**166. 1.** If a passenger violates the ban on smoking repeatedly, an authorised ČD employee may impose the surcharge repeatedly and eject him or her from premises where smoking is forbidden or exclude him or her from transport if the ban was violated on a ČD train.

**166. 2.** In addition to paying the surcharge for violating the ban on smoking, the passenger's actions may be deemed an infraction by the municipal police or the Police of the Czech Republic.<sup>18</sup>

**167.** If the ban on smoking is violated by a person who does not have a concluded transport contract, the municipal police or Police of the Czech Republic will be requested to enforce the ban.<sup>19</sup>

**168. - 169.** Void.

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<sup>18</sup> Per Section 30, para. 1 m) of law No. 200/1990 Coll., on infractions, as amended.

<sup>19</sup> Per Section 9, para. 2 of law No. 379/2005 Coll., on measures to protect against damage caused by tobacco products, alcohol and other addictive substances, as amended.

## **Chapter XIV**

### **Left Luggage and Storage Lockers**

**170.** On notice boards, ČD publishes the terms of the left luggage storage service and of the rental of storage lockers. The fee schedule for storage and fees for renting lockers are published on notice boards in places where the services are provided.

**171. – 174.** Void.



## **Chapter XV**

### **ČD Bicycle Rental Facilities**

**175.** At selected stations ČD operates bicycle rental facilities. The rental agreement is concluded after verification of personal information and payment of a deposit for the rented bicycle.

**175. 1.** More detailed terms, rental rates and deposits are published at railway stations where the service is provided and on [www.cd.cz](http://www.cd.cz). The rental fee includes possible transport of the bicycle as oversized luggage or in the luggage storage during transport service on announced ČD trains and line segments.

**176. - 179.** Void.

## **Chapter XVI**

### **Searching for a Lost Item**

**180.** Passengers have the right to request at a station ticket counter or by telephone at the ČD Contact Centre, tel. +420 840 112 113, that a search be conducted for an item lost or forgotten on ČD premises or on ČD trains.

**180. 1.** The search will be declared immediately after obtaining notification from the passenger.

**180. 2.** If the lost item is found, it will be released to the passenger only upon establishing the passenger's identity or handed over to a person authorised to take possession of the item after describing its determinative traits, the time and place of the loss and the circumstances under which the item was lost, and upon payment of the fee for releasing a lost item per the TR 10 Tariff.

**180. 2. 1.** If the passenger authorises a third party to take possession of the found item, this authorised person must hand over an officially certified power-of-attorney issued by the passenger, and establish his or her identity with personal identification.

**180. 3.** The passenger (authorised person) will confirm taking possession of the item by signing the relevant document at the agreed station, or, at the request of the owner of the lost item, it will be sent to an address provided by post on a cash-on-delivery basis.

**181. - 184.** Void.

## **PART THREE LUGGAGE**

### **Chapter I General Provisions**

**185.** Luggage can be transported on ČD trains as hand luggage, oversized luggage or using the luggage storage during transport service, and the form of transport on trains where it is possible to use multiple types of luggage transport is fully in the competence of the passenger. Shipment of passenger luggage is not performed on ČD trains.

**186.** Passengers may not transport luggage containing items the properties of which could cause damage to the carriage, harm to the life and health of persons or damage to their property, or items that could be suspected of being an explosive device, or bulky items; these include in particular loaded weapons, explosive, poisonous, radioactive, volatile or caustic items, as well as items evoking disgust, items which could cause infection, items that cannot be placed in the carriage in the space intended for placing luggage or items weighing more than 50 kg, unless stated otherwise below.

**186. 1.** For violations of this ban, an authorised ČD employee will impose a surcharge of **CZK 500** on the passenger and exclude him or her from transport at the next station. The surcharge will be reduced to **CZK 100** if the passenger pays it in cash immediately or at a ticket counter within 15 days, inclusive, from the day on which the obligation to pay the owed amount arose. If the passenger does not present himself to pay the receivable even per Article 77. 2. of the SPPO, collection will proceed.

**187.** On ČD trains a passenger may transport luggage containing a portable steel tank of liquid household heating gas with total contents of at most 10 kg, a securely sealed container of heating oil with total contents of at most 20 l, or a battery filled with electrolyte secured against short circuits and with secured degassing apertures.

**188.** The transport of luggage can be restricted for technical reasons and is possible only until the spare capacity of space intended for such transport on the train, carriage or substitute transport means is exhausted.

**188. 1.** The decision on placement of luggage on the train or in a carriage, or the refusal to transport luggage for reasons of exhausted capacity or for technical reasons, rests solely with an authorised ČD employee on the train.

**189.** If ČD restricts or stops the transport of luggage for reasons of restricted or halted railway transport in a specific segment or to specified stations, it will inform passengers of this on [www.cd.cz](http://www.cd.cz) and on notice boards at railway stations.

**190.** Payment receipts for luggage are valid only on ČD trains.

**191. - 194.** Void.

## **Chapter II**

### **Hand Luggage**

**195.** Passengers with a valid ticket may take with them into the carriage free of charge as hand luggage easily portable items:

- a) that can be placed on their lap or above or below the seat which they occupy,
- b) that do not exceed 900 x 600 x 400 mm,<sup>20</sup>
- c) a pair of skis with poles, a snowboard or sled.

**195. 1.** If hand luggage cannot be placed above or below the seat which the passenger has occupied, it should be placed – after agreement with other passengers – in such a way so as not to disturb them, or, in certain types of carriages, in places intended for this purpose.

**195. 1. 1.** It is not permitted to place luggage on the seats or in the carriage's WC or washroom facilities.

**196.** For the duration of the transport, passengers are responsible for attending to their hand luggage, for ensuring its safe handling and for possible damages arising from transporting the hand luggage.

**197.** If a passenger takes with him or her into the carriage an item that does not correspond to the nature of hand luggage or exceeds its allowed dimensions, and the passenger refuses to transport it as oversized luggage or using the luggage storage during transport service, or if such options cannot be made use of in the train in question, he or she will be excluded from transport at the next station.

**198. - 199.** Void.

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<sup>20</sup> Within an Integrated Transport System, in other means of public rail passenger transport the transport dimensions per the price assessment of the Ministry of Finance of the Czech Republic apply.

### Chapter III Oversized Luggage

**200.** Passengers with a valid ticket may take with them into the carriage as oversized luggage easily portable items that cannot be transported as hand luggage:




- a) and which by their nature require placement in a specially determined place in the carriage in the area for passengers,
- b) which exceed one of the dimensions 900 x 600 x 400 mm,
- c) baby prams or strollers, children's carts (e.g. the CROOZER type), bicycles,<sup>21</sup> kick scooters and children's tricycles.


**200. 1.** One passenger can transport as oversized luggage only one of the above-mentioned items.

**200. 2.** The transport of oversized luggage, except for bicycles, is permitted on all passenger trains; the transport of a baby pram or stroller for an accompanying child is given preference over the transport of other oversized luggage when boarding at the same time.

**200. 3.** A children's cart (e.g. of the CROOZER type) is transported as a baby pram or stroller, and if it is attached to a bicycle it must be detached from the bicycle during transport.

**200. 4.** The transport of a bicycle as oversized luggage is possible:

- a) on all passenger trains marked in the valid timetable in the train heading with the symbol ; other symbols express whether on the train in question it is possible  or required  to reserve a place for a bicycle transported as oversized luggage,
- b) on local (Os), limited-stop (Sp), fast (R) and express (Ex) trains that do not have published transport of oversized luggage or the luggage storage during transport service, in the first or last entry area of the train, where at most two bicycles can be placed, unless excluded for technical or safety reasons,
- c) in carriages marked with the relevant symbol for transporting oversized luggage included in the train but for which this service is not published in the valid timetable.

**200. 4. 1.** A bicycle cannot be transported if this is forbidden with the symbol  in the train column in the valid timetable.

**201.** No transport contract is concluded for the transport of oversized luggage. Passengers pay a price for the transport per the TR 10 Tariff<sup>22</sup> or they present a valid one-day payment receipt for the luggage storage during transport service, or on selected ČD trains and line segments they present a rental agreement from a ČD bicycle rental facility.

<sup>21</sup> Does not apply to multi-seat or tandem bicycles.



<sup>22</sup> Except for a baby pram or stroller for an accompanying child, or a bicycle as part of certain ČD commercial offers.

**201. 1.** A payment receipt for the transport of oversized luggage for one train can be purchased from an authorised ČD employee on the train without a handling surcharge; at the ticket counter this document can be purchased only with a seat reservation and a reservation for a bicycle transported as oversized luggage for a price per the TR 10 Tariff.


**201. 1. 1.** For trains published in the timetable with a slash in the number and for direct carriages, the price for one train is valid at most to the destination station of the last train or to the destination station specified on the seat reservation with a bicycle reservation transported as oversized luggage.


**201. 2.** A payment receipt for transporting oversized luggage for one day can be obtained at the ticket counter or from an authorised ČD employee on the train without a handling surcharge. This document can also be used, with an additional charge, for the luggage storage during transport service.

**202.** For the duration of the transport, passengers are required to attend to their oversized luggage, to ensure safe handling of their oversized luggage, and are responsible for possible damages arising from the transport of their oversized luggage.

**203.** For trains marked in the valid timetable with the relevant symbol, passengers can  or must  purchase a seat reservation with a reservation for a bicycle transported as oversized luggage (hereinafter in this Article “reservation”). These reservations can be purchased only for 2nd class carriages in which spaces have been reserved to transport bicycles attended to by the passenger.

**203. 1.** A reservation entitles the passenger to place a bicycle in the reserved space per the information specified on the document (train number, date, stations between which the space is reserved, carriage number and space number).

**203. 2.** For trains with required reservations for spaces to transport bicycles  as oversized luggage, passengers are not permitted to board without having purchased a reservation in advance. If a passenger boards such a train without a reservation, he or she will pay a surcharge for using a space for a bicycle without a reservation in the amount of **CZK 100** and will be excluded from transport with the bicycle at the next station.

**203. 3.** If a reserved space for a bicycle on a train with optional reservations  is occupied by another passenger without a valid reservation, this passenger is required to make the space available to the passenger with the valid reservation and may continue in transport only if the bicycle can be transported elsewhere on the train or using the luggage storage during transport service.

**203. 4.** Sales of reservations at ticket counters with a UNIPOK device are terminated at the time of the train’s scheduled departure from the passenger’s boarding station, and at other ticket counters no later

than 24 hours prior to the train's scheduled departure from the passenger's boarding station.


**203. 5.** A reservation can be reserved provisionally per Article 55 of the SPPO.



**203. 6.** Spaces for a bicycle cannot be reserved on trains that do not have reserved spaces for bicycles transported as oversized luggage.

**204.** Void.

## **Chapter IV**

### **Luggage Storage during Transport**

**205.** A passenger with a valid ticket (hereinafter the “depositor”) can use the luggage storage during transport service on ČD trains marked in the header of the train column in the valid timetable with the symbol .

**205. 1.** On selected trains a bicycle may be transported with the option of making a reservation  or on the basis of a required reservation  for a bicycle using the luggage storage during transport service.

**206.** Using the luggage storage during transport service, the depositor may deposit:

- a) bicycles, including tandem and multiple-seat bicycles,
- b) baby prams or strollers, children’s carts (e.g. the CROOZER type), kick scooters and children’s tricycles.
- c) easily portable boats and other easily portable objects which do not exceed 50 kg per individual piece.

**206. 1.** The depositor hands over the item deposited into the luggage storage during transport service directly to a ČD employee in the designated carriage of the train.

**206. 2.** Prior to handing over the item to the luggage storage during transport service, the depositor shall remove all easily detachable parts of the item; ČD is not responsible for their loss or damage.

**206. 2. 1.** If the depositor hands over for storage an item with luggage attached, he or she will pay a separate storage fee for the attached luggage.

**206. 3.** At the request of a ČD employee, the depositor is required to provide assistance in loading and unloading a deposited item with luggage attached. After being called upon to do so, the depositor may board the carriage for the amount of time absolutely necessary, although to board he or she may use only the boarding area for passengers. If the depositor refuses to provide assistance, a ČD employee will collect a fee for failure to provide assistance per the TR 10 Tariff.

**207.** For each stored item, the depositor will pay a price per the TR 10 Tariff<sup>23</sup> or, after presenting a one-day document for the transport of oversized luggage or an IN 100 application on a card, will pay the differential price between a one-day document for oversized luggage and a one-day storage fee for using the luggage storage during transport service, or, on announced ČD trains and line segments, will present a rental agreement from a ČD bicycle rental facility.

**207. 1.** A payment receipt for using the luggage storage during transport service for one train can be purchased from an authorised ČD employee on the train without a handling surcharge; at the ticket

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<sup>23</sup> Except for transport free of charge as part of ČD commercial offers per the TR 10 Tariff or acquisition offers announced in the PTV.



counter this document can be purchased only with a reservation for a bicycle transported using the luggage storage during transport service for a price per the TR 10 Tariff.

**207. 1. 1.** For trains published in the timetable with a slash in the number and for direct carriages, the price for one train is valid at most to the destination station of the last train or to the destination station specified on the reservation for a bicycle transported using the luggage storage during transport service.



**207. 2.** A payment receipt for the luggage storage during transport service for one day can be obtained at the ticket counter or from an authorised ČD employee on the train without a handling surcharge. This document is valid with no additional charge for transporting oversized luggage.

**207. 3.** A payment receipt for the luggage storage during transport service marked with a sticker with the name of the dispensing station is considered to be a concluded storage agreement; the stored item is marked with the other part of the sticker with the dispensing station specified.

**208.** Using the storage service, the depositor may not deposit:

- a) precious metals, coins or products made from precious metals, precious stones, jewels, works of artistic, historical or collection value, cash, bearer instruments, deposit books, securities, collections, personal identification or travel documents,
- b) items per Article 186 of the SPPO and items insufficiently packaged or items bound to each other in such a way that they could separate,
- c) military armaments (military weapons, munitions of all kinds, anti-chemical protection gear, etc.),
- d) items valued in excess of CZK 15,000,
- e) live animals.

**208. 1.** ČD is not required to examine the contents of deposited items, and the responsibility for damages arising through a violation of Article 208 rests with the passenger.

**209.** For trains marked in the valid timetable with the relevant symbol, the depositor can  or must  purchase a reservation for a bicycle transported using the luggage storage during transport service (hereinafter in this Article “reservation”).

**209. 1.** For trains with required reservations for places to transport bicycles using the luggage storage during transport service, depositors are not permitted to deposit a bicycle without having purchased a reservation in advance.

**209. 2.** A reservation entitles the depositor to deposit a bicycle in the luggage storage during transport service per the information specified on the document (train number, date, stations between which the space is reserved).

**209. 3.** Sales of reservations at ticket counters with a UNIPOK device are terminated at the time of the train’s scheduled departure from the passenger’s boarding station, and at other ticket counters no later

than 24 hours prior to the train's scheduled departure from the passenger's boarding station.

**209. 4.** A provisional reservation for a bicycle in the luggage storage during transport service can be made at a ticket counter with a UNIPOK device during the period of advance sales, but no later than two days prior to departure.

**209. 5.** For trains which do not have reserved spaces for bicycles in the luggage storage during transport service, spaces for bicycles can be reserved only after paying a fee for reserving spaces per the TR 10 Tariff.

**210.** During transport, the depositor may not remove stored items in pieces, remove contents from them or add contents.

**211.** A ČD employee will release stored items at the dispensing station upon presentation of a payment receipt for the luggage storage during transport service marked with a sticker to the depositor or to another person presenting the document without examining whether the person is entitled to retrieve it.

**212.** If the depositor cannot present a payment receipt for the luggage storage during transport service marked with a sticker, or if the depositor presents this document damaged or soiled so that the information thereupon is not legible, the ČD employee will not release the item and will transport it to the next suitable railway station on the train's transport route, where it will be deposited at the station's ČD storage facility per published terms.

**212. 1.** If the depositor does not have the original document, he or she is required to present personal identification and to fill in and sign the "Žádost o vydání zavazadla" ("Request to release luggage") form and to pay a fee for losing the document per the TR 10 Tariff.

**213.** Unclaimed items will be transported to the train's destination station or to a border-crossing station and handed over for further storage at the station's ČD storage facility per published terms, or they can be released by agreement with the passenger at one of the intermediate stations.

**214.** ČD is responsible to the depositor for loss, damage or destruction of the item taken into storage, unless it demonstrates that it did not cause the damage. ČD will cover demonstrated damage up to CZK 15,000 per document.

**215.** ČD is not responsible:

- a) for the loss, damage or destruction of items which may not be deposited in storage per Article 208 of the SPPO.
- b) for damage or destruction of an item caused by contents subject to rapid spoilage,
- c) for the loss of items retrieved by an unauthorised person if the depositor lost the storage document or if it was stolen,
- d) for the loss of easily detachable parts of a stored item that the depositor should have removed per Article 206. 2. of the SPPO.

**216.** If damage or destruction is determined, or if the stored item is lost, the depositor is required to inform an authorised ČD employee on the

train of this fact immediately; this employee will record the necessary information, which is the basis for exercising a possible claim. Requests exercised later will not be considered.

**217.** In the event of a closure, the luggage storage during transport service may be terminated at the railway station where the closure begins or at the most suitable railway station before this station, or it may be cancelled for the duration of the closure or provided in a substitute manner. Such a situation must be published on notice boards at affected stations on the train's route, and depositors must be informed of this by an authorised ČD employee no later than when depositing the item.

**218.** Unless stated otherwise, general provisions of the Civil Code apply for the legal relationship between the passenger and ČD when using the luggage storage during transport service.

**219.** Void.

## **PART FOUR TRANSPORT OF CONSIGNMENTS**

### **Chapter I Submitting a Consignment**

**220.** Only items weighing at most 15 kg, with a maximum value of CZK 50,000 and with dimensions per the table in Annex 3 of the SPPO can be submitted for transport as ČD-Kurýr consignments.

**220. 1.** ČD-Kurýr consignments must not contain:

- a) items with properties that could cause damage to the carriage as well as harm to the health of persons or to their property; such items include in particular weapons, explosive, poisonous, radioactive, volatile or caustic items, as well as items evoking disgust or items that could cause infection;
- b) live animals,
- c) cash and personal documents.

**221.** Consignments can be transported only between selected railway stations in the ČD-Kurýr system, determined by connections according to the ČD-Kurýr Map of Routes and Connections (hereinafter the “Map of Routes and Connections”) or as so-called ČD-Kurýr consignments under special measures on the basis of a request approved by the Department of Products and Sales (O 28) of the ČD General Directorate or an agreement on transporting ČD-Kurýr consignments concluded between ČD and another contracting party (hereinafter “consignments under special measures”) with a guaranteed delivery time.

**221. 1.** The Map of Routes and Connections is available at the ticket counter at all stations integrated into the ČD-Kurýr system and on [www.cd.cz](http://www.cd.cz).

**221. 2.** A ČD-Kurýr consignment under special measures may also be transported on a train not included in the Map of Routes and Connections, and/or from or to a station that is not integrated into the ČD-Kurýr system.

**222.** ČD-Kurýr consignments can be submitted for transport at any station integrated into the ČD-Kurýr system or at a station announced under special measures. It is necessary to submit the consignment at the appropriate ticket counter no later than 30 minutes prior to the departure of the train per the Map of Routes and Connections or the train determined under special measures, unless set out and published otherwise at a particular station.

**222. 1.** A consignment submitted for transport less than 30 minutes prior to the departure of the train per the Map of Routes and Connections will be transported on the next train per the Map of Routes and Connections on the same route.

**222. 2.** Each piece of the consignment must be submitted for transport as a separate courier consignment and must be labelled

with the address of the recipient and the name of the destination station.

**222. 3.** A consignment containing copies of a film in standardised boxes can consist of multiple pieces, the number of which must be indicated in the “Obsah zásilky” (“Consignment contents”) field in this format: “FILM 1/2”.<sup>24</sup>

**222. 4.** When a ČD-Kurýr consignment is submitted for transport, a ČD employee may examine, with the sender’s permission, the contents of the consignment if there is a suspicion that it contains forbidden items in the sense of Article 220. 1. of the SPPO or other items than those declared.

**222. 5.** Consignments will not be accepted for transport:

- a) which are not packaged, and for larger consignments also bound, so as to be protected from loss or damage and so as not to cause damage to persons, rail vehicles or other equipment or items,
- b) if the capacity of the requested connection is exhausted or if it is not possible to check in all consignments for a given connection due to their large numbers,<sup>25</sup>
- c) if, pursuant to a regular announcement, receipt of consignments has been temporarily restricted or halted due to a restriction or stoppage of rail transport,
- d) if the sender does not fill in the shipping form duly and in the prescribed extent,
- e) if the sender does not permit the contents of the consignment to be examined.

**222. 6.** In the event that it is determined during transport that a ČD-Kurýr consignment contains forbidden items in the sense of Article 220. 1. of the SPPO, an authorised ČD employee will exclude it from further transport. The consignment will be deposited at the next suitable station and the sender will be called upon, immediately upon receiving the message, to submit a written practicable proposal for what to do with the consignment. Further procedure will be per Article 235. 1. and 235. 2. of the SPPO.

**223.** The transport contract is concluded with receipt of the consignment for transport together with the filled-in four-part shipping form, payment of the carriage fee per the TR 10 Tariff and handover of the relevant part of the processed shipping form to the sender. The passenger will receive one part of the shipping form after checking in the consignment.

**223. 1.** Shipping forms are available at railway stations integrated into the ČD-Kurýr system. When filling in a shipping form on [www.cd.cz](http://www.cd.cz) in the ČD-Kurýr on-line application, the sender will receive a generated reference number for submitting the consignment at the railway station.

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<sup>24</sup> This means: 1 consignment / number of pieces, in this case 2.

<sup>25</sup> In this case it is possible to accept a consignment for shipment on the next connection.

**223. 2.** On the shipping form, the sender will fill in the name of the destination railway station per the valid timetable, the contents of the consignment or type of package, name and address or business name (including the address of the company's registered office), of the sender and of the recipient. The sender will fill in a request to notify the recipient at his or her discretion, or will cross out the cell. It is not permitted to cross out, overwrite or erase information that has already been filled in. The sender is responsible for the correctness of the information filled in on the boldly framed part of the shipping form.

**224.** The sender may cancel the transport contract no later than prior to the deadline for submitting the consignment for the relevant connection per the Map of Routes and Connections at the relevant ticket counter in the sending station. Only the bearer of a confirmed original of the shipping form is entitled to cancel the transport contract.

**225.** The basic carriage fee is set by the TR 10 Tariff without regard to the weight of the consignment or the distance it is transported.

**226.** The reduced carriage fee is set by the TR 10 Tariff without regard to the weight of the consignment or the distance it is transported, and is granted to a sender who submits 20 or more consignments per month at the same sending station in a period of two consecutive calendar months and concludes a contract on provision of a reduced carriage fee with ČD.

**226. 1.** The reduced carriage fee will be provided to a sender after achieving eligibility and upon presentation of the set minimum number of shipping forms on the basis of a contract concluded at the sending station; a sample contract can be found in Annex 3 of the SPPO. The subject of the contract on provision of a reduced carriage fee will be an obligation on the part of the sender to submit 20 or more courier consignments per month at the same sending station for the duration of the contract's validity. The contract on provision of a reduced carriage fee is drafted in four copies.

**226. 1. 1.** The contract ceases to be valid and effective on the first day of the calendar month following the month in which the sender fails to meet its obligation to ship at least 20 courier consignments.

**227.** The contractual carriage fee is set by a contract between the sender and the Department of Products and Sales (O 28) of the ČD General Directorate on the transport of ČD-Kurýr consignments and is paid cashlessly.

**228.** The carriage fee for film copies is calculated for consignments of up to two pieces for the basic carriage fee per the valid TR 10 Tariff; for each additional piece, the price paid is equivalent to the reduced carriage fee per the TR 10 Tariff.

**229.** The fee for processing a request to secure transport for ČD-Kurýr consignments under special measures per the TR 10 Tariff must be paid by the sender prior to the first shipment from the set railway station.

**230.** COD (cash on delivery) may be requested by the sender for a ČD-Kurýr consignment in the maximum amount of CZK 50,000. For requesting COD for a consignment, a fee is charged per the TR 10 Tariff.

**230. 1.** The sender must mark the COD request including the COD amount written out in words in the shipping form in the “dobírka” (“COD”) cell and attach a postal money order on which the cell “odesílatel” (“sender”) is left blank. If COD has not been requested for a consignment, the “dobírka” (“COD”) cell on the shipping form should be crossed out. When taking possession of the consignment, the recipient will pay the COD requested by the sender and prescribed fees for sending a COD amount by means of a postal money order. In the event of refusal to pay the COD, the consignment will be returned to the sender at the sender’s expense.

**231.** Void.

## **Chapter II**

### **Retrieving a Consignment**

**232.** The destination station prepares a ČD-Kurýr consignment for release immediately following the arrival of the connection per the Map of Routes and Connections or the connection determined under special measures, but no later than within 30 minutes after its arrival, unless set otherwise at a particular station.

**232. 1.** The destination station will notify the recipient free of charge of the arrival of the ČD-Kurýr consignment only if this service was requested by the sender on the shipping form.

**232. 1. 1.** Fulfilment of the sender's request to notify the recipient of the consignment's arrival is understood as submitting a message to a specified telephone number, leaving a message on an answering machine or voicemail, three unsuccessful calls, sending of a message by electronic mail or fax.

**233.** The destination station will release the ČD-Kurýr consignment to the recipient, who will confirm receipt on the shipping form:

- a) if the recipient is a physical person, he or she will write his or her name, surname, postal address, and the number of the valid piece of personal identification with which the recipient's identity is established;
- b) if the recipient is a legal person, the person retrieving the consignment will specify the exact and complete business name according to the entry in the commercial registry, the company's legal form, the company's registered office, postal address and ID number, which will be demonstrated by an extract from the commercial or trade registry and a piece of personal identification belonging to the person retrieving the consignment;
- c) If the recipient is a physical person engaged in business with a trade licence, he or she will specify his or her name, surname, registered office, postal address and ID number demonstrated by the trade licence.

**233. 1.** If the recipient authorises an employee or third party to take possession of the consignment, this person will hand over an officially certified power-of-attorney issued by the person of the recipient, and will establish his or her identity with a piece of personal identification.

**234.** If the recipient does not retrieve a ČD-Kurýr consignment within five days from its arrival at the destination station, the destination station will call upon the recipient in a demonstrable manner to retrieve the consignment and pay all related fees. It will send a copy of this message to the sender as well.

**234. 1.** For sending the message, the destination station will charge fees per expenses actually incurred in connection therewith.



**235.** If the recipient refuses to take possession of a ČD-Kurýr consignment, the destination station will immediately inform the sender of this fact in a demonstrable manner, and will call upon him or her to provide, no later than five days from receipt of this message, a written practicable proposal for what to do with the consignment.

**235. 1.** For sending the message, the destination station will charge fees per expenses actually incurred in connection therewith.

**235. 2.** The sender may propose that:

- a) the consignment be released at the destination station to a different recipient,
- b) the consignment be released at the destination station to the sender,
- c) that the consignment be returned to the sender by transporting it to the original sending station or to another station integrated in the ČD-Kurýr system.

**235. 2. 1.** If the ČD-Kurýr consignment is released to a different recipient at the destination station, the destination station will charge all fees which have arisen to this substitute recipient.

**235. 2. 2.** If the ČD-Kurýr consignment is released to the sender at the destination station, the destination station will charge all fees which have arisen to the sender. For COD consignments in this case, the COD amount is not collected and the fee for the COD request is not returned.

**235. 2. 3.** If the ČD-Kurýr consignment is returned to the sender at a station integrated into the ČD-Kurýr system of his or her choice, the destination station will prepare a new shipping form for this shipment specifying the address of the sender (new recipient) and will send the ČD-Kurýr consignment unpaid. Upon the arrival of the returned ČD-Kurýr consignment, the new destination station will always notify the sender of the consignment's arrival and of the amount owed in connection with the consignment.

**235. 2. 3. 1.** The new destination station will release the returned consignment to the sender only after payment of a fee for sending an unretrieved consignment per the TR 10 Tariff, all fees arising during transport, the carriage fee for the returned transport and a fee for notification of the consignment's arrival per expenses actually incurred in connection therewith. For COD consignments in this case, the COD amount is not collected and the fee for the COD request is not returned.

**235. 3.** If, within 35 days after calling upon them to do so, neither the recipient nor the sender provides a practicable proposal on what to do with the ČD-Kurýr consignment, the ČD-Kurýr consignment is considered an unclaimed item under Section 773 of law No. 40/1964 Coll., Civil Code, as amended, and ČD thus has the right, after 6 months have passed from the day when the ČD-Kurýr consignment

was to have been retrieved, to sell it. If ČD is unable to sell the unclaimed item, it will be considered waste.

**235. 3. 1.** If the ČD-Kurýr consignment contains easily perishable items, it will be stored for a period of 48 hours from the time set for its retrieval. After this period, the ČD-Kurýr consignment will be considered waste in the sense of law No. 185/2001 Coll., on waste, as amended.

**236.** In cases set out by health authorities, ČD has the right to require compensation from the sender for expenses incurred and damages for required decontamination for a violation of law No. 258/2000 Coll., on protection of public health and on changes to certain related laws, as amended, and decree 195/2005 Coll., which regulates the conditions for preventing the outbreak and spread of infectious disease, and hygienic requirements for operating health facilities and social welfare institutions.

**237. – 239.** Void.

## **PART FIVE**

### **COMPLAINTS AND SUGGESTIONS**

**240.** Passengers have the right to submit any complaints about the transport of passengers, luggage or consignments electronically using a form on [www.cd.cz](http://www.cd.cz), or in writing on: České dráhy, a. s., Customer Care, P. O. Box 24, 110 15 Prague 1, or by telephone at the Contact Centre on +420 972 211 133.

**240. 1.** Complaints may be submitted in Czech, Slovak, English, German or Russian.

**240. 2.** Complaints or suggestions submitted by telephone will not be accepted if the passenger does not provide his or her e-mail or postal address.

**240. 3.** ČD will process complaints within 30 days and the complainant will be informed in writing of the results of the inquiry by means of the e-mail or postal address provided.

**241.** Suggestions concerning ČD passenger transport can be made electronically using a form on [www.cd.cz](http://www.cd.cz) or in writing on the address České dráhy, a. s., Customer Care, P. O. Box 24, 110 15 Prague 1, or by telephone for urgent matters only. ČD is not required to respond in writing to suggestions.

**242. - 244.** Void.

## **PART SIX RIGHTS UNDER THE TRANSPORT CONTRACT**

### **Chapter I**

### **Rights under the Transport Contract on the Transport of Passengers**

#### **A. GENERAL TERMS AND CONDITIONS**

**245.** Passengers are required to exercise their right (claim a refund) under the transport contract without undue delay, no later than six months from the first day of validity of the travel document, payment receipt, recorded applications or discount card (hereinafter “documents”).

**245. 1.** If a passenger’s right under the transport contract is not exercised during this period, it will expire.

**246.** Passengers can exercise their right under the transport contract at any ticket counter, where they will receive a confirmation of having exercised their right under the transport contract.

**246. 1.** Passengers are required to provide the requested information to an authorised ČD employee essential for processing claims under the transport contract.

**246. 2.** Passengers are required to hand over to an authorised ČD employee the originals of the relevant documents or a printout of an eTiket or TeleTiket ticket sent to the passenger as a PDF file, if it was not retrieved from a ČD retrieval device.

**246. 3.** Several connecting and interlinked tickets as well as tickets issued as divided fares are considered one transport contract.

**246. 4.** If the granted refund amount cannot be paid out directly at the ticket counter, all documents will be forwarded to the OPT by an authorised ČD employee for processing. The passenger will be informed of this.

**247.** Passengers can exercise their rights under the transport contract, except for applications recorded on an In-karta card, in writing on the address: České dráhy, a.s. – OPT Olomouc, passenger transport – rights under the transport contract, Vídeňská 15, 772 11 Olomouc.

**247. 1.** In the request, the passenger is required to state the reason for exercising his or her right under the transport contract, the amount of the requested refund, postal address and, if possible, bank account number including bank code, contact telephone number and e-mail address.

**247. 2.** Along with the request, passengers are required to enclose the originals of the relevant documents or a printout of an eTiket or TeleTiket ticket sent to the passenger as a PDF file, if it was not retrieved from a ČD retrieval device.

**247. 3.** The passenger is not entitled to a refund for the amount paid in postage.

**248.** Passengers may exercise their right under the transport contract electronically only for eTiket and TeleTiket travel documents by sending a request for a refund to [eshopbox@cd.cz](mailto:eshopbox@cd.cz) or by using a form at the ČD eShop.

**248. 1.** Several eTiket and TeleTiket tickets for connecting trains (if they are not on one document) are considered one transport contract.

**248. 2.** To exercise one's right under the transport contract for eTiket and TeleTiket documents, terms and conditions may have been set that differ from the general provisions of the SPPO that must be published on ČD's website on [www.cd.cz](http://www.cd.cz) or communicated verbally no later than prior to ordering the ticket using the TeleTiket service.

**248. 3.** Passengers are not entitled to compensation for the fee for using the TeleTiket service charged per the SPPO.

**249.** The right under the transport contract for a travel document or card issued in the holder's name can be exercised only by the holder, by his or her legal representative or by an officially authorised person.

**250.** ČD is required to process a request to exercise a right under the transport contract and inform the passenger of the granting or refusal of the request within 3 months<sup>26</sup> from the date of submission or delivery of the request.

**251.** Passengers may exercise their right under the transport contract for documents issued by a contractual vendor (e.g. travel agency, etc.) with the vendor from which they purchased the document or with ČD per the provisions of this chapter.

**252.** A request for a refund from the price of documents bearing the label "úvěr" ("loan") must be exercised by the passenger directly with the lender (the issuer of the ticket on credit or transport voucher); ČD employees will merely confirm any reduced extent of transport.

**253.** A right under the transport contract for documents bearing the label "voucher" can be exercised only in combination with the tax receipt issued with its purchase.

**254.** Void.

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<sup>26</sup> Per Section 37 para. 1 and para. 2 k) of law No. 266/1994 Coll. on railways, as amended, per Sections 763 and 771 of the Civil code and per Section 39 of the Transport Code the set limit for handling acclaim under the transport contract is different from the periods for handling a refund claim per law No. 634/1992 Coll., on consumer protection, as amended.

## B. REFUNDS AND OTHER CLAIMS FOR REASONS AND OBSTACLES NOT ON THE PASSENGER'S SIDE

**255.** If the reasons for exercising the right under the transport contract are not on the passenger's side,<sup>27</sup> the refund of the price of the paid documents is performed in the full amount without charge.

**255. 1.** The passenger need not have the factual basis for exercising his or her right under the transport contract confirmed unless specified otherwise for specific cases. At the passenger's request, an authorised ČD employee will always issue a confirmation of the event.

**256.** Passengers with a one-way, return or one-day network ticket have the right to the price paid, and passengers with a KMB have the right to the cancellation of the entry in the KMB (with the return of kilometres and control coupons) if the train on which they intended to travel:

- a) has a delay in departure from the passenger's boarding station,
- b) travels for only part of the route, is cancelled completely, does not – contrary to the timetable – include a 1st class carriage, or its capacity is exhausted for transporting luggage as oversized luggage or in the luggage storage during transport service.

**256. 1.** Holders of commuter tickets or weekly, monthly, quarterly and annual network tickets are not entitled to a refund of the fare.

**257.** A passenger has the right to transport to his or her destination station or to a station near his or her destination station if the train extraordinarily terminates its journey prior to reaching the destination station, or if a connection is missed at a transfer station, either by means of substitute bus transport<sup>28</sup> or on the next suitable ČD train, even on a different transport route or on a train for which the passenger's ticket is not valid; such transport cannot be claimed on a train with required reservations. A passenger can exercise this claim only based on oral, loudspeaker or written information provided to him or her by an authorised ČD employee.

**258.** Passengers have the right to forgo a commenced journey, unless they use the provision of Article 257 of the SPPO in cases where:

- a) the train terminates its journey extraordinarily prior to reaching its destination station,
- b) the passenger misses his or her connection at a transfer station<sup>29</sup> or an authorised ČD employee verifies that a connection was missed at a transfer station due to a train delay,

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<sup>27</sup> Including cases where ČD cannot meet the conditions for transporting persons with limited mobility and orientation.

<sup>28</sup> Operated for an interim period in the event of restricted or halted rail traffic.

<sup>29</sup> Connecting trains are not trains in the opposite direction on the same line per the number of the line table, or trains designated in front of their arrival time or next to the station name as not connecting trains.

- c) a connecting train has exhausted capacity of spaces for transporting luggage as oversized luggage or in the luggage storage during transport service,
- d) the passenger no longer wishes to continue with the commenced journey for reasons of the delay.

**258. 1.** The passenger has the right to be returned to the original boarding station at ČD's expense. The passenger may undertake the return journey in the carriage class for which the original ticket was issued, but only on trains specified on the transport document for this journey by an authorised ČD employee on the delayed train or at the ticket counter. In such a case, the passenger has the right to a refund of the fare or adjustment to an entry in a KMB (with the return of untravelled kilometres and control coupons) and to a refund of the price for any reservation or couchette or sleeper supplement.

**258. 2.** The passenger has the right to a refund of the fare for the untravelled segment or adjustment to an entry in a KMB (with the return of untravelled kilometres and control coupons) and to a refund of the price for any completely unused reservation or SC reservation, or of the price for a completely unused couchette or sleeper supplement, if he or she does not request to be returned to the original boarding station. In such a case, the transport contract will be fulfilled at the station where the passenger forwent further travel.

**258. 3.** Calculation of the refund for a partially unused return ticket (termination of the journey at an intermediate station): the price paid for the document is divided by the total number of tariff kilometres for the outbound and return journeys, and the result is multiplied by the number of tariff kilometres for the untravelled line; the resulting price is rounded up to the next whole crown.

**258. 4.** Holders of commuter and network tickets do not have a claim to a fare refund or to be returned to the original boarding station at ČD's expense.

**258. 5.** Passengers who, despite a delay, use the travel document in its full extent from the boarding station to the destination station do not have a claim to a fare refund or part thereof.

**259.** Passengers have the right, in the event of missing the last connection by which they would have completed their journey during the ticket's term of validity, to alternative transport to the place where the destination station specified on the travel document lies.

**259. 1.** A passenger is entitled to alternative transport if, from the missed last connection on a given day, no regular train departs within 120 minutes, inclusive, and it is not possible during this interval to arrange for a passing train to stop.

**259. 2.** The passenger shall immediately contact a ČD employee at the railway station where the event occurred, or shall contact from an unattended station and employee of the ČD Contact Centre by telephone on 840 112 113 and wait for a decision on how to proceed.

**259. 3.** For the majority of passengers, ČD will secure operative substitute bus transport, if possible, and will ensure that passengers are informed about the arrival and boarding of the bus.

**259. 4.** For individual passengers (or for the majority of passengers, if it was not possible to secure substitute bus transport) the ČD employee will allocate per Article 259. 2. of the SPPO a permission number for use of public transport operated by a different carrier or for a taxi service order.

**259. 4. 1.** If it is possible to use public transport operated by different carrier, passengers are not entitled to use a taxi service.

**259. 4. 2.** Passengers secure their own permitted ordering of a taxi service.

**259. 4. 3.** For reimbursement, passengers will send the ticket for using public transport operated by a different carrier (regardless of the value) or the receipt from a taxi service (up to a value of CZK 1,000 per car) together with the original ČD travel document or number of the card on whose chip the travel document was recorded, and provide the permission number to the address of OPT Olomouc or will hand it over against a confirmation at a ČD ticket counter.

**259. 5.** If a passenger exercises his or her claim to alternative transport to the destination station, ČD will have fulfilled the terms of the concluded transport contract and the passenger will not be granted any claims exercised under the transport contract in question per the SPPO.

**260.** Passengers with a one-way ticket have the right to a fare refund for the untravelled tariff distance if they were transported on a shorter transport route than the one for which the ticket was issued and this was not an operational detour. In order to process the claim, it is necessary to document this fact with a confirmation.

**260. 1.** Holders of tickets with a return discount, commuter tickets and network tickets are not entitled to a refund of the fare.

**261.** Passengers with a one-way or return ticket for 1st carriage class are entitled to a refund of the differential fare between 1st and 2nd carriage class, or to an adjustment of an entry in a KMB (with the return of kilometres and control coupons) for the segment, in which they could not<sup>30</sup> or refused<sup>31</sup> to use 1st carriage class; passengers are required to document this fact with a confirmation from an authorised ČD employee.

**261. 1.** Calculation of the refund for partially unused 1st carriage class for a ticket with a return discount: the difference of the prices for first and second carriage class is divided by the total number of tariff kilometres and the result is multiplied by the tariff kilometres of the line not travelled in 1st carriage class; the resulting price is rounded up to the next whole crown.

<sup>30</sup> The carriage was not included or in a certain segment the train was substituted with bus transport.

<sup>31</sup> E.g. substandard state of the carriage or of the 1st class compartment.



**261. 2.** No claim to a refund of the differential fare arises for a segment in which the passenger used 1st carriage class despite reservations about the technical state of the carriage.

**261. 3.** Holders of commuter tickets, network tickets and time upgrades to 1st carriage class are not entitled to a refund of the differential fare.

**262.** Passengers are entitled to a refund for the price of a seat reservation, SC seat reservation, seat reservation with a reservation for a bicycle or a fee for reserving a seat,<sup>32</sup> if they were not allocated any seat on the train specified on the document in the carriage class for which the document was purchased, or a space for placing a bicycle, even for part of the route or if the connection for which the document was purchased was missed.

**262. 1.** No claim to a refund arises in cases where, for part of the route, the train was replaced by substitute bus transport and substitute transport of bicycles was also secured.

**262. 2.** A passenger is further entitled to be paid out a sum in the amount of five times the paid price of a seat reservation, SC seat reservation, seat reservation with a reservation for a bicycle or a fee for reserving a seat, if he or she travelled on the connection specified on the reservation document and was not allocated a seat (stood for the entire journey) or a space for placing his or her bicycle for the entire journey (did not commence the journey); the passenger is required to document this fact with a confirmation from an authorised ČD employee.

**263.** Passengers are entitled to a refund of the price paid for an SC reservation:

- a) in the event of a delay of a higher-quality SC train of 60 minutes or more, or in the event of the use of substitute bus transport instead of a higher-quality SC train, even for part of the route,
- b) if the SC train is run on a different train unit than a class 680 unit.<sup>33</sup>

**263. 1.** Non-provision of marketing bonuses which are not part of the transport contract does not form the basis of a claim to a refund for a fare or SC reservation, nor to part of the price paid.

**264.** Passengers are entitled to a refund of the price paid for a sleeper or couchette supplement if on the train specified on the document they were not allocated any space for lying down between the hours of 22:00 and 6:00, even for part of the route or if the connection to the train for which the reservation was purchased was missed.

**264.1.** A passenger is entitled to a refund of the difference between the price paid for the sleeper (couchette) supplement and the price of the service actually provided if he or she was allocated a space of a lower category in a sleeper or couchette carriage.

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<sup>32</sup> For passengers or bicycles.

<sup>33</sup> This measure does not apply if the SC train is run on a different type of high-speed train (e.g. a RailJet unit, etc.).

**264. 2.** A passenger is further entitled to be paid out a sum in the amount of five times the paid price of a seat reservation,<sup>34</sup> if he or she was not allocated a seat for the entire route on the connection specified on the reservation document (stood for the entire journey); the passenger is required to document this fact with a confirmation from an authorised ČD employee or employee of the service organisation on the train in question.

**265.** The holder of a ČD customer application recorded on a chip card is entitled to a refund of the price of a paid application in the event that, during the course of its term of validity, changes or adjustments are made to its terms.

**265. 1.** The refund amount is equivalent to the pro rata price per day for the period from the day following the day on which the passenger exercised his or her right under the transport contract until the last day of validity of the paid customer application.

**265. 2.** No claim to a refund arises in the event of changes to prices announced in the TR 10 Tariff or in a decree published in the PTV.

**266.** Passengers are entitled to a refund of the price of the fee for the use of transport premises in the full amount if they were unable to use them.

**267. – 269.** Void.

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<sup>34</sup> I.e. without the RailPlus discount.

## C. REFUNDS AND OTHER CLAIMS FOR REASONS ON THE PASSENGER'S SIDE

**270.** Passengers must exercise their right under the transport contract by submitting a request or requesting a confirmation from an authorised ČD employee to exercise it subsequently during the periods and at the places specified below, or comply with other announced terms; if passengers do not comply with the specified periods and terms, their claim exercised under the transport contract will not be granted.

**270. 1.** In the case of an unused or partially unused one-way ticket, a passenger's right under the transport contract must be exercised on the first day of the ticket's term of validity at the ticket counter which issued the travel document, at the boarding station, or at the station where the passenger completed his or her journey.

**270. 2.** In the case of a completely unused return ticket or in the case of a return ticket which was not used for the "OUTBOUND" journey and was not stamped for the "RETURN" journey, a passenger's right under the transport contract must be exercised on the first day of the document's term of validity at the ticket counter which issued the document or at the boarding station.

**270. 3.** In the case of a return ticket unused for the "RETURN" journey only, a passenger's right under the transport contract must be exercised no later than the last day of the ticket's term of validity at the ticket counter at the boarding station for that direction of the journey.

**270. 4.** in the case of a group ticket for two or more passengers used by fewer persons than the number for which it was issued, a passenger's right under the transport contract must be exercised on the first day of the document's term of validity at the ticket counter which issued the document or at the boarding station for the relevant direction of the journey; for a return ticket unused only in the "RETURN" direction, also at the boarding station for that direction of the journey.

**270. 5.** In the case of a completely unused one-day network ticket purchased at a ticket counter, vending machine, or as an eTiket or TeleTiket ticket, a passenger's right under the transport contract must be exercised by 8:00 a.m. on the first day of the ticket's term of validity at any ČD ticket counter.

**270. 6.** in the case of completely unused commuter or network weekly, monthly, quarterly or annual tickets, a passenger's right under the transport contract must be exercised at any ticket counter on the first day of the ticket's term validity or the first day of the application's term of validity as specified on a "provisional In-karta card" or on a "confirmation of receipt of request".

**270. 7.** In the case of partially unused commuter or network monthly, quarterly or ~~half-year~~ tickets, a passenger's right under the transport

contract must be exercised no later than by 24:00 (midnight) on the last day of use at any ticket counter.

**270. 8.** In the case of a completely unused KMB booklet, a passenger's right under the transport contract must be exercised at any time during the booklet's term of validity at any ticket counter.

**270. 9.** In the case of a completely unused SC reservation, a passenger's right under the transport contract must be exercised by 24:00 (midnight) on the day preceding the departure of the train or no later than the train's scheduled departure from the boarding station (affects the amount of the refund) at any ticket counter.

**270. 10.** In the case of completely unused sleeper or couchette supplement, a passenger's right under the transport contract must be exercised by 24:00 (midnight) on the day preceding the train's departure or no later than the train's scheduled departure time from the boarding station (affects the amount of the refund) at a ticket counter authorised to sell international travel documents.

**270. 11.** In the case of a completely unused seat reservation or seat reservation with a reservation for a bicycle,<sup>35</sup> a passenger's right under the transport contract must be exercised no later than two hours prior to the train's scheduled departure from the boarding station at any ticket counter.

**270. 12.** In the case of a completely unused customer application on an In-karta card, a passenger's right under the transport contract must be exercised no later than on the first day of the application's term of validity specified on a "provisional In-karta card" or "confirmation of purchasing an application" at any ticket counter.

**270. 13.** In the case of a completely unused direction of a journey for eTiket and TeleTiket tickets, a passenger's right under the transport contract must be exercised by the time of the train's scheduled departure<sup>36</sup> from the boarding station; in such a case, determinative is the time specified on the confirmation of non-use (or the time specified on a claim application when exercising one's right at the ticket counter) or the time specified on a document or the time of sending an e-mail with a request to process a claim under the transfer contract or the time of sending a request using the ČD eShop.

**270. 13. 1.** A confirmation of an unused TeleTiket ticket may be substituted with a call to the ČD Contact Centre before the time of the train's scheduled departure from the passenger's boarding station.

**271.** In the case of fulfilling the terms for exercising one's right under the transport contract, the granted refund amount is calculated from the price specified on the travel document, the supplement or the price paid.

**271. 1.** The granted refund amount in the case of a partially unused one-way ticket is calculated as the difference between the fare paid and the fare for the actually travelled line.

<sup>35</sup> Except for SC seat reservations.

<sup>36</sup> Specified on the eTiket or TeleTiket ticket.

**271. 2.** The granted refund amount in the case of a partially unused return ticket is calculated as the difference between the price paid for the return ticket and the price of a one-way ticket for the actually travelled segment in the OUTBOUND direction or the sum of prices for one-way tickets for the OUTBOUND and RETURN directions, and always for the fare for which the passenger demonstrates eligibility.

**271. 3.** The granted refund amount in the case of a partially unused group ticket used by a lesser number of passengers is always calculated from the price of the fare for the last passenger in the group.

**271. 4.** The granted refund amount in the case of a partially unused monthly, quarterly or half-year commuter ticket is calculated from the price specified on the travel document.

**271. 5.** The granted refund amount from a fare upgrade bound by a number with the original ticket and from mutually interlinked tickets (e.g. a joint travel document for certain commercial offers per the TR 10 Tariff or acquisition offers announced in the PTV, associated fare, divided fare, fare for ČD / other rail carrier, etc.) is calculated from the sum of the prices of all tickets (as from one document).

**272.** The granted refund amount is always reduced by a fee, the amount of which depends on the type of returned document. The amount of the fee is rounded arithmetically to the whole crown; if the refund is a negative value, it is not paid out.

**272. 1.** A fee in the amount of **10%** but no less than **CZK 35** is deducted from the granted refund amount for each passenger or document<sup>37</sup> in all cases specified in Article 270 except for Articles 270. 7., 270. 9. and 270. 10.

**272. 2.** When returning documents per Article 270. 7. an amount calculated according to formulae depending on the number of days that have passed<sup>38</sup> of each ticket's term of validity is deducted from their price:

- a) for monthly documents: price x number of days of validity passed x 0.06,
- b) for quarterly documents: price x number of days of validity passed x 0.02,
- c) for half-year documents: price x number of days of validity passed x 0.01.

In the event of a document returned no later than on the first day of its term of validity, the fee is **10%**, but no less than **CZK 35**, of the price of the returned document.

**272. 3.** When returning documents per Articles 270. 9. and 270. 10. the fee is:

<sup>37</sup> For tickets where the price is not a multiple of the number of passengers.

<sup>38</sup> The number of days of a ticket's term of validity which have already passed including the first day of validity and the day when the passenger exercised his or her right under the transport contract.

- a) **10%** of the price of each document separately, but no less than **CZK 35**, if returned by 24:00 (midnight) on the day prior to departure,
- b) **50%** of the price of each document separately, but no less than **CZK 70**, if returned on the day of departure, but no later than at the time of the train's scheduled departure from the boarding station.

**273.** A claim for a refund under the transport contract will not be granted in these cases:

- a) if it is specified in the TR 10 Tariff or in a decree published in the PTV in the terms and conditions of individual offers,
- b) if the passenger was legitimately, in the sense of the SPPO, excluded from transport by an authorised ČD employee,
- c) for documents designated as payment in kind, by voucher or credit note, and for documents designated in their title with the text "úvěrová poukázka" ("credit voucher");
- d) in the case of partially unused network tickets, weekly commuter tickets, filled-in cells in a KMB booklet, and eTiket and TeleTiket tickets partially unused in one direction,
- e) for unused services tied to In-karta/RailPlus cards or In-karta cards, if the passenger waived his or her right to use these documents and requested that his or her personal information be erased from the record,
- f) for unused reservations and supplements for sleeper or couchette berths after they have been occupied by another passenger, if the passenger failed to occupy them within 15 minutes following the train's departure from the boarding station specified on the document,
- g) for unused reservations with a price for 12 or more passengers and for unused fees for securing seats for a group,
- h) for the difference in the price of reservations after subsequently demonstrating eligibility for a RailPlus discount,
- i) for the fee for issuing an In-karta card without applications per the TR 10 Tariff;
- j) for the fee for verifying a discount card for a special fare per the TR 10 Tariff;
- k) for an unused fee for the separate use of transport premises.

**274.** Void.

## D. APPROPRIATE PLACES FOR PAYING OUT REFUNDS

**275.** The appropriate place for paying out a refund in cash is a ticket counter at the station where the document was issued and paid for in cash.

**275. 1.** A ticket counter at the station where the document was issued can be the appropriate place for paying out a refund when exercising one's right under the transport contract for a return ticket unused for the "RETURN" journey only if such non-use for the "RETURN" journey is confirmed at the boarding station for that direction of the journey.

**276.** A refund can be paid out at a different station than the one where the document was issued or for documents issued by an authorised ČD employee on the train only in the cases specified below, provided the ticket counter is equipped with a device for electronic issue of travel documents (UNIPOK).

**276. 1.** The ticket counter at the boarding station specified on the travel document is the appropriate place for paying out a refund when exercising one's right under the transport contract for a completely unused one-way or return ticket, supplements, global price or service fee.

**276. 2.** The ticket counter at a station on the route is, immediately after terminating the journey, the appropriate place for paying out a refund when exercising one's right under the transport contract for a partially unused one-way or return ticket for the "OUTBOUND" or "RETURN" journey.

**276. 3.** A ticket counter at the boarding station for the "RETURN" journey is the appropriate place for paying out a refund when exercising one's right under the transport contract for a return ticket unused for the "RETURN" journey.

**276. 4.** All ticket counters are appropriate places for paying out a refund when exercising one's right under the transport contract for seat reservations or SC seat reservations, for a completely unused KMB booklet, network or commuter tickets, or customer applications on an In-karta/RailPlus card or In-karta card.

**276. 5.** All ticket counters that issue international travel documents are places appropriate for paying out a refund when exercising one's right under the transport contract for sleeper or couchette supplements.

**276. 6.** If the travel document was paid for using a payment card, a condition for a refund when exercising one's right under the transport contract is that the ticket counter be equipped with a terminal for accepting payment cards and that the valid payment card that was used to pay for the document be presented.

**277.** Refunds for travel documents paid for with a payment card will be credited to the account associated with the payment card that was used to pay for the document.

**278.** Refunds for travel documents paid for using the ČD electronic wallet (EPIK) are credited to the electronic wallet account (EP account).

**279.** If the appropriate station for paying out a refund or for issuing a confirmation forming the basis of a claim to exercise one's right under the transport contract is an unattended station, the passenger should direct his or her request to the nearest attended station.

**280.** A passenger request to exercise his or her right under the transport contract made at a ČD ticket counter will always be forwarded to OPT for processing if it concerns:

- a) an incorrectly calculated fare,
- b) eTiket or TeleTiket documents,
- c) documents paid for with a loan, mutual exchange, voucher, credit note, coupon for ČD transport, or against an invoice.

**280. 1.** Refunds for documents paid for at the ticket counter or to a ČD employee on the train in cash, with a voucher, credit note or marked with the text "úvěrová poukázka" ("credit coupon") will be credited by OPT to the account number that the passenger specified when submitting the request, or sent by postal money order to the address specified when submitting the request.<sup>39</sup>

**280. 2.** Refunds for documents paid for using a payment card and for eTiket and TeleTiket travel documents will be credited by OPT to the account number from which the document was paid for.

**280. 3.** Refunds from documents paid for using the PaySec system will be credited by OPT to the PaySec account from which the document was paid for.

**280. 4.** Refunds for travel documents paid for using the ČD electronic wallet (EPIK) are credited by OPT to the electronic wallet account.

**280. 5.** Refunds for documents paid for with a loan, invoice or mutual exchange will be credited by OPT to the payer.

**281.** OPT is the universal point for processing claims under the transport contract and paying out refunds.

**282.** Void.

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<sup>39</sup> Only in exceptional cases, if the passenger does not have a bank account.



## **Chapter II**

### **Rights under the Transport Contract on the Transport of Dogs**

**283.** To exercise one's rights under the transport contract for the carriage fee for a dog for reasons and obstacles not on the side of the passenger with a dog, the provisions of SPPO, Part Six, Chapter I, parts A, B and D apply proportionally.

**283. 1.** It is not possible to return a paid carriage fee for a dog for reasons on the passenger's side.

**284.** Void.

## **Chapter III**

### **Rights under the Transport Contract on the Transport of Luggage and Consignments**

#### **A. GENERAL TERMS AND CONDITIONS**

**285.** Passengers are required to exercise their right (claim a refund) under the transport contract without undue delay, no later than six months from the first day of validity of the payment receipt for the luggage storage during transport service, from the day of release of a consignment to the recipient, or from the day when the connection was to arrive per the Map of Routes and Connections to the destination station if the consignment was not released.

**285. 1.** If a passenger's right under the transport contract is not exercised during this period, it will expire.

**286.** If it concerns an incorrect calculation of the carriage fee or documents paid for with a loan or against an invoice, the passenger's request will be forwarded to OPT for processing.

**286. 1.** If the calculated refund amount is negative, it will not be paid out.

**287.** If a passenger exercises a claim to compensation for damages arising through the complete or partial loss or damage of an item when using the luggage storage during transport service, the request will be forwarded for processing to the ČD General Directorate, Department of Products and Sales (O 28).

**288. – 289.** Void.

#### **B. OVERSIZED LUGGAGE**

**290.** Passengers have the right to a complete refund of the price for an unused document for the transport of oversized luggage in the full amount if the train's capacity for transporting oversized luggage was exhausted or if the carriage enabling such transport was exceptionally not included in the train; the claim must be based on a confirmation issued by an authorised ČD employee. For a partially unused document, a refund will be paid out if the passenger forewent the journey per Article 258 of the SPPO.

**290. 1.** A refund will not be granted if the passenger used the document in connection with a one-day upgrade for the storage fee for the luggage storage during transport service.

**291.** A passenger has the right to return a completely unused document for transporting oversized luggage for reasons on his or her side, provided he or she exercises this right no later than on the first day of the term of validity. No fee will be deducted from the granted refund amount.

**292.** The appropriate place for exercising one's right and for paying out a refund in cash is always a ticket counter at the station where the

document was issued and paid for in cash, or a ticket counter at the passenger's boarding station.

**293. - 294.** Void.

### C. LUGGAGE STORAGE DURING TRANSPORT

**295.** Passengers have the right to a complete refund of the price for a document for the luggage storage during transport service in the full amount if the carriage's capacity for the luggage storage during transport service was exhausted or if the carriage enabling such transport was exceptionally not included in the train; the claim must be based on a confirmation issued by an authorised ČD employee. For a partially unused document, a refund will be paid out if the passenger forewent the journey per Article 258 of the SPPO.

**296.** A passenger has the right to return a completely unused document for the luggage storage during transport service for reasons on his or her side provided he or she exercises this right no later than on the first day of the term of validity and before handing over the item into storage. No fee will be deducted from the granted refund amount.

**296. 1.** If the passenger cancels storage immediately after handing over the item into storage and prior to the train's departure, the paid storage fee is not returned.

**297.** The appropriate place for paying out a refund in cash is always a ticket counter at the station where the document was issued and paid for in cash, or a ticket counter at the passenger's boarding station.

**298.** When exercising one's right for reasons of damage or loss of a stored item in a carriage with the luggage storage during transport service, the procedure is analogous and proportional to the case of exercising a right for reasons of damage or loss of a ČD-Kurýr consignment.

**299.** Void.

### D. ČD-KURÝR CONSIGNMENTS

**300.** A right under the transport contract can be exercised in these cases:

- a) missed delivery time – the authorised party is the recipient of the consignment,
- b) complete loss of the consignment – the authorised party is the sender of the consignment
- c) damage or partial loss of the consignment – the authorised party is the sender of the consignment or its recipient.

**300. 1.** In a written request when exercising his or her right under the transport contract for the transport of ČD-Kurýr consignments, the authorised party will specify what the exercise of the right concerns and a brief rationale, the requested amount (separately for each request), documentation of the price or the adjustment, a list of attached documents, the exact postal address to which the response should be sent, bank account number, if applicable ID

number, VAT number, date, signature (company name in the case of legal persons) including the address of the authorised party.

**301.** ČD is not responsible for damage to the consignment if the loss, damage or delayed release was caused under these conditions:

- a) the packaging does not correspond to the nature of the item shipped;
- b) the consignment contains items that may not be contained in a ČD-Kurýr consignment, live animals or easily perishable items, if the contents were not truthfully declared and the damage occurred as a result of the intrinsic nature of the item;
- c) circumstances occurred constituting a natural disaster or unavoidable actions of third parties which ČD could not prevent even when exerting all effort;
- d) actions of the passenger, sender or recipient resulting in damage or the complete or partial loss of the ČD-Kurýr consignment;
- e) if the passenger or recipient reports damage or the complete or partial loss of a ČD-Kurýr consignment subsequent to its release.

**301. 1.** The authorised party has the right to demonstrate that the damage was not caused by any of the circumstances specified above.

**302.** If the delivery time for the release of a ČD-Kurýr consignment is delayed by 60 minutes or more after the scheduled arrival of the connection for which the consignment was submitted according to the ČD-Kurýr system's Map of Routes and Connections, the destination station is required to pay out to the recipient upon request a refund for failing to meet the delivery time per the TR 10 Tariff.

**302. 1.** The right under the transport contract must be exercised at the time of the consignment's release by the person authorised to take possession of the consignment based on presentation of a piece of personal identification or the imprint of the stamp of a legal person.

**302. 2.** No refunds for missing delivery times are provided for consignments under special measures.

**302. 3.** The appropriate place for paying out a refund for failure to meet a delivery time is the ČD-Kurýr ticket counter at the destination station.

**303.** A consignment is considered lost if it could not be released to the recipient or prepared for release within 15 days after the delivery time from the day on which the connection on which the consignment was to be delivered arrived at the destination station. If a consignment that was declared lost is subsequently found, ČD will immediately inform the sender.

**303. 1.** The authorised party can exercise his or her right under the transport contract for the loss of the consignment after presenting the original of the confirmed shipping form.

**304.** The authorised party can exercise his or her right under the transport contract for damage or partial loss of the consignment upon presentation of the confirmed original of the shipping form and a carbon copy of the commercial entry issued by ČD.

**305.** The authorised party is entitled to a confirmation written by an authorised ČD employee if the consignment was lost or if, when taking possession of the consignment, he or she determines its partial loss, damage or a violation of its integrity.

**305. 1.** A confirmation in the form of a commercial entry will be written by an authorised ČD employee without undue delay, no later than at the time of the consignment's release or at the time when the consignment was to be released.

**305. 2.** The authorised party will receive a copy of the commercial entry.

**306.** In the case of a complete or partial loss of a ČD-Kurýr consignment, the authorised recipient or sender has the right to a refund of the carriage fee for this consignment and to compensation for the demonstrable value of the consignment, but no more than up to the maximum value of a ČD-Kurýr consignment specified in the SPPO.

**307.** In the event of damage to a ČD-Kurýr consignment, ČD will pay the authorised party compensation for the demonstrable damage incurred, but no more than in the maximum amount of compensation set for the loss of a ČD-Kurýr consignment.

**308.** If the sum of compensations for failure to meet a delivery time, partial loss, and damage of a ČD-Kurýr consignment is greater than the compensation for damages in the case of the complete loss of a ČD-Kurýr consignment, the authorised party will be provided compensation for damages as if in the case of a complete loss.

**309.** Void.

## **Chapter IV**

### **Compensation for Damages**

**310.** If a passenger in public passenger rail transport was not transported on time or was not transported at all, he or she is not entitled to compensation for damages arising in consequence of a violation of the terms of the transport contract.

**311.** The authorised party does not have the right to compensation for damages incurred to him or her in consequence of non-fulfilment of the transport contract for the transport of a consignment.

**312.** If an injury occurred to passengers or if their personal items were damaged or destroyed in connection with transport in ČD carriages or while on ČD premises accessible only with a valid travel document or platform ticket, they will claim compensation for damages from ČD, a.s., Legal Department, Nábřeží L. Svobody 1222, 110 15 Prague 1.

**313.** Void.

## **Chapter V**

### **Compensation for Passengers for Non-Fulfilment of Selected Standards and in the Case of Extraordinary Events**

**314. – 350.** Void.

## **Chapter VI**

### **Rights under the Transport Contract Fulfilled by Multiple Rail Carriers**

**351.** When exercising one's right under the transport contract on the basis of travel documents issued at the ticket counter for a train of a different rail carrier, the provisions of this SPPO apply in their full extent.

**352.** If a passenger exercises his or her right under the transport contract for a travel document issued by a different carrier for a ČD train, a ČD employee will confirm all determinative information. The passenger shall exercise his or her right under the transport contract with the rail carrier which issued the travel document.

**353. - 354.** Void.

## **Chapter VII**

### **Rights under the Transport Contract Fulfilled within an Integrated Transport System**

**355.** When exercising one's right under the transport contract on the basis of travel documents issued as part of an Integrated Transport

System, contractual terms and conditions agreed among all participating carriers and published in the PTV shall apply.

**356. - 359.** Void.

## **PART SEVEN**

### **FINAL PROVISIONS**

**360.** These SPPO took effect on 12 December 2010 through PTV announcement No. 47-48/2010.

**361.** By these SPPO becoming valid and effective, the SPPO file No. 57837/2000 dated 1 July 2000, as amended by changes 1 through 13, ceases to be valid and effective.





## **Annex 1**

# **SPECIAL PASSENGER TICKETING METHOD**



## SPECIAL PASSENGER TICKETING METHOD

1. On selected ČD trains or on all trains on a given route marked in the timetable with the symbol , a different passenger ticketing method applies where passengers take more responsibility for their ticketing than on other lines. The provisions of the SPPO and the TR 10 Tariff apply on these trains with the deviations specified in this Annex.

2. When boarding a train marked in the timetable with the symbol , passengers are required to have a pre-purchased travel document (a valid ticket purchased at the ticket counter or from an authorised ČD employee, an unused block ticket, etc.) or to purchase a ticket immediately upon boarding the train from the train driver. For supplementary ticket sales after boarding at an unattended station, ticket vending machines are available in carriages marked with a special pictogram; these vending machines only accept coins.

2. 1. Block tickets can be purchased at ČD ticket offices or from contractual vendors marked with a sticker stating: “Zde prodáváme blokové jízdenky ČD” (“ČD block tickets sold here”). For a one-off purchase of 10 block tickets of a single nominal value, a discount is provided in the amount of 10%.

3. Passengers without a travel document and passengers boarding a carriage without a ticket validator are required to board the train only through the front doors of a railcar by the train driver. Only passengers with a pre-purchased valid travel document may board the train through the rear doors of a carriage equipped with a ticket validator or the trailer carriage. Passengers are informed of this fact on a notice board at the station and when boarding the vehicle.

4. Passengers are required, immediately upon boarding the train, to validate the ticket on its front (in the direction of the orange arrows) using a ticket validator or, in a carriage without a ticket validator, to present it to the train driver.

4. 1. On the return journey, passengers will validate a return ticket on the reverse side. When using block tickets of various values, passengers should validate the number of tickets corresponding to the price of the fare for the total transport distance travelled on the line (or in the published zone) using a ticket validator.

4. 2. KMB booklets, commuter tickets, network tickets, international travel documents, tickets issued from a POP, tickets purchased from a ticket vending machine in the same train and cardboard tickets are not validated using a ticket validator.

5. Unvalidated tickets, except for cases specified in Art. 4 of this Annex, and tickets validated in a ticket validator repeatedly (except for return tickets) are invalid on the train in question. Passengers who present such a ticket during an inspection of travel documents to an authorised ČD employee or do not present any ticket will be ticketed for the fare for which they demonstrate eligibility with a fare surcharge in the amount of **CZK 1,000**.

**5. 1.** The fare surcharge will be reduced to **CZK 400** if it is paid by the passenger with the charged fare or fare upgrade immediately or at the ticket counter within 15 days, inclusive, from the day on which the obligation to pay the owed amount arose.

**5. 2.** The fare surcharge in the full amount including the charged fare or fare upgrade can be paid at a ČD ticket counter from the 16th to the 20th day, inclusive, from the day on which the obligation to pay the owed amount arose.

**5. 3.** If the owed amount is not paid by the specified deadlines, collection will proceed.

**6.** Passengers are required to demonstrate their eligibility for a discount to an authorised ČD employee during an inspection of travel documents.

**7.** ČD block tickets cannot be used for validation for a student fare.

**8.** It is not permitted to interrupt a journey using block tickets; after validation they can be used for one journey.

**9.** When transferring between trains with a special passenger ticketing method, a block ticket validated in the first train is valid on the second train as well without further validation, provided the ticket (tickets) was validated in the corresponding amount.

**10.** When transferring from a train with a special passenger ticketing method, passengers who do not have a valid travel document for the rest of the journey will purchase a ticket at the transfer station or will request an authorised ČD employee on the connecting train to issue one. In both cases, the ČD employee will issue the passenger a ticket from the original boarding station to the actual destination station and will deduct the price paid (according to the validated block tickets).

**11.** Oversized luggage can be transported up to the point where the capacity of space reserved for such transport is exhausted. The fee for the transport of oversized luggage is paid by purchasing a document in accordance with the TR 10 Tariff and the SPPO or by validating the relevant number of ČD block tickets.

**12.** On trains with a special passenger ticketing method, passengers can exercise a claim for completely or partially unused travel document only for reasons on the side of ČD. No compensation is granted for overpayments arising from the validation of a greater number of ČD block tickets than correspond to the prescribed fare.

**13.** The train driver is authorised to perform an inspection of tickets when boarding through the front doors of a train designated in the timetable with the relevant symbol; random inspections are performed by the train driver or other authorised ČD employees.

**14.** More detailed information on transport terms on trains with a special passenger ticketing method is provided on notice boards at the relevant stations.

## **Annex 2**

### **LIST OF INTEGRATED TRANSPORT SYSTEMS INTEGRATED WITH ČD**



## LIST OF INTEGRATED TRANSPORT SYSTEMS INTEGRATED WITH ČD

Within the scope of valid concluded agreements, ČD accedes to these Integrated Transport Systems:

Region	Integrated Transport System Name	Abbreviation	Valid from
Capital City of Prague and Central Bohemia	Prague Integrated Transport	PID	1994
Zlín	Zlín Integrated Transport	ZID	1995
Moravia-Silesia	Moravia-Silesia Integrated Transport System	ODIS	1996
Plzeň	Plzeň Integrated Transport	IDP	1 January 2002
Hradec Králové and Pardubice	East Bohemia Integrated Transport System	VYDIS	1 January 2002
South Bohemia	Tábor Integrated Transport System	IDS TA	1 January 2003
South Moravia	Integrated Transport System of the South Moravia Region	IDS JMK	1 January 2004
Karlovy Vary	Integrated Transport System of the Karlovy Vary Region	IDOK	13 June 2004
Olomouc	Integrated Transport System of the Olomouc Region	IDS OK	1 January 2005
Hradec Králové	Integrated Regional Transport of the Hradec Králové Region	IREDO	1 March 2005
Pardubice	Integrated Transport System of the Pardubice Region	IDS PK	1 May 2008
Liberec	Integrated Transport System of the Liberec Region	IDOL	1 July 2009

Information about the transport and tariff terms and conditions of individual Integrated Transport Systems is available from ČD employees only for the territory of the relevant Integrated Transport System. More information on individual Integrated Transport Systems is available on [www.cd.cz](http://www.cd.cz).

## **Annex 3**

### **ČD-KURÝR**





## Maximum dimensions of courier consignments

cm	10	20	30	40	50	60	70	80	90	100
10	100	100	100	100	100	100	100	100	90	80
20	100	100	100	100	80	70	60	50	40	
30	100	100	90	70	60	50	40	30		
40	100	100	70	60	50	40	30			
50	100	80	60	50	40	30				
60	100	70	50	40	30					
70	100	60	40	30						
80	100	50	30							
90	90	40								
100	80									

- The minimum dimensions and shape of consignments must always allow for the 4th part of the shipping form to be attached.
- The maximum dimensions of a consignment are deduced from the consignment's maximum theoretical volume. The first and second maximum dimensions are listed in the first row and first column of the table. The third maximum dimension of the consignment is specified at the intersection of the row and column for the previous two dimensions (*example: a consignment's first dimension is 40 cm, its second is 60 cm – the third can be at most 40 cm*). For consignments of a cylindrical shape, the diameter of the cylinder is used for the first and second dimensions.
- If a consignment's actual dimension falls between the set values, the higher value is always used for determining the maximum dimensions. (*example: a consignment's first dimension is 38 cm, its second is 63 cm – the third dimension is determined by the intersection of the dimensions 40 and 70 cm, i.e. at most 30 cm*).
- It is also possible to ship long objects up to 2 metres in length provided the other dimensions (or diameter) do not exceed 20 cm.

## Request to Secure the Transport of Courier Consignments under Special Measures

ČD-Kurýr consignments under special measures are shipped on the basis of special transport terms in an agreed amount on passenger trains between agreed railway stations. Based on the applicant's request, ČD will set terms and connections for these consignments that will be sent to all stations concerned.

- ČD will set the maximum number of submitted consignments in view of the technical possibilities and capacity of the agreed connection.
- The character, maximum weight and dimensions of the consignment must comply with the requirements for ČD-Kurýr consignments and with the set ČD Contractual and Transport Terms for Public Passenger Transport, or with exceptions specified and approved in the confirmed request.
- Shipments can be arranged for a fixed term only, at most until the end of the valid timetable; in the event of continuing interest on the part of the applicant, it is necessary to submit a new request to secure transport for the next period.
- A request to secure transport must be submitted at least 30 calendar days prior to the requested first day of implementation.
- Consignments are not notified to the applicant (only in cases of extraordinary events).
- Submission and retrieval at the station may be subject to time limitations (by agreement).
- The amount of consignments on individual days and trains may be limited for capacity and organisational reasons and streamlined per ČD's capacity options.
- ČD provides no compensation for missed delivery times.
- Prior to the first shipment, the fee for processing the request must be paid per the valid TR 10 Tariff.

### Applicant (sender / recipient):

Name and surname

Address

Telephone

E-mail

Consignment contents ( <i>for dangerous materials class 7 per RID</i> )	
Consignment packaging / weight	
Extent of submissions (days in the week, number of units)	
Station of submission	
Station where the fee for processing the request will be paid	
Destination station	
Requirements for sending / delivery time	
Valid from / until	

The request made on ..... at railway station .....  
was forwarded for processing and approval to the Department of Products and Sales,  
ČD General Directorate.

Please send the response to the request to the address:

.....

I agree to the transport terms specified above.

.....

applicant's signature and stamp of the organisation

## **Contract on the Transport of ČD-Kurýr Consignments for a Reduced Carriage Fee No.**

.....

concluded per the provisions of Section 269 para. 2 of law No. 513/1991 Coll., as amended

**České dráhy, a.s.**

**with Registered Office at Prague 1, Nábřeží L. Svobody 1222, 110 15**

registered in the Commercial Registry maintained by the Municipal Court in Prague, Section B, rider 8039

**represented by the director of the ČD Regional Centre for Passenger Transport (KCOD) .....**

**Mr/Ms .....**

**ID No. 70994226**

**VAT No. CZ70994226**

(hereinafter ČD)

and

**Name (business name / name and surname): .....**

**registered office / place of residence .....**

**registered .....**

**represented by .....**

**ID No. / date of birth .....**

**VAT No. ....**

**bank account information .....**

**account number .....**

(hereinafter the Sender)

### **Article I**

#### **Purpose and Subject of the Contract**

1. The purpose of this Contract is the provision of a discount from the carriage fee for transporting courier consignments in the ČD-Kurýr system.
2. The subject of this Contract is the Sender's obligation to submit twenty or more courier consignments per month at the same sending station in the ČD-Kurýr system in accordance with Article II, para. 2 of this Contract and ČD's obligation to provide the Sender a discount from the carriage fee under the terms and conditions set out in Article III of this Contract.

### **Article II**

#### **Terms and Conditions for Provision of a Quantity Discount**

1. The Sender is required to fulfil the conditions set out in the ČD Contractual and Transport Terms for Public Rail Passenger Transport, Part Four, Article 226 (hereinafter SPPO). The Sender shall demonstrate fulfilment of these conditions by presenting originals of shipping forms confirmed by the sending station for the past two consecutive calendar months, in which he or she submitted for shipment at the sending station 20 or more courier consignments per month in the ČD-Kurýr system.
2. The Sender undertakes that he or she will, in every subsequent calendar month following fulfilment of the conditions specified above, submit for shipment at the sending station at least 20 ČD-Kurýr consignments.

3. A consignment for the reduced carriage fee can be submitted for shipment only at the sending station .....

### Article III

#### Transport, Carriage Fee and Payment of the Carriage Fee

1. The transport of consignments in the ČD-Kurýr system is governed by the relevant provisions of Decree of the Ministry of Transport of the Czech Republic on transport rules for public rail and road passenger transport No. 175/2000 Coll., and the SPPO.
2. The reduced carriage fee is agreed in the amount specified in the ČD Tariff for Inland Transport of Passengers and Luggage, TR 10.
3. The contracting parties have agreed that the reduced carriage fee will be paid in cash upon submission of each ČD-Kurýr consignment. / <sup>40</sup> The contracting parties have agreed that the reduced carriage fee will be paid cashlessly on the basis of Agreement on Central Clearing No. ...., which the Sender has concluded with the ČD organisational unit OPT, Vídeňská 15, Olomouc.

### Article IV

#### Final Provisions

1. This Contract is concluded for an indefinite period.
2. The Contract becomes valid on the day of its execution and effective on the first day of the calendar month following the day on which the Contract becomes valid.
3. The Contract ceases to be valid and effective on the first day of the calendar month following the month in which the Sender fails to meet his or her obligation specified in Article II, para. 2 of this Contract,
4. Either of the Contracting Parties may terminate this Contract without providing a reason. The termination period is one month and begins to run on the first day of the month following the delivery of the termination notification to the other Contracting Party.
5. Changes and amendments to the Contract shall be made in the form of written, numbered amendments, which, following their execution by both Contracting Parties, shall become integral parts of this Contract.
6. This Contract is drawn up in four copies, of which the sending station receives three copies and the Sender one copy.

In ....., this day ..... In ....., this day .....

For ČD:

For the Sender:

.....  
Mr/Ms.....  
director of KCOD .....

.....  
Mr/Ms

<sup>40</sup> Cross out the option that does not apply.